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



CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT NO. 4 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; and executed Work Authorization No. 5 on February 10, 2010;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 the agreement to \$2,735,808.75; and,

WHEREAS, the "Compensation Cap" in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$2,735,808.75; 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 I, Section 1, Item 1.1 is hereby increased from \$2,735,808.75 to \$2,872,752.75.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,735,808.75 to \$2,872,752.75.

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:	COUNTY:
Dannenbaum Engineering Company -	Williamson County, Texas
Austin, LLC	
By: Moures Class Signature	By: Signature
Thomas C. Arndt, P.E. Printed Name	Printed Name
President Title	Title
03-05-2011	37-17-11
Date	Date
	1/
	N°
	1



ATTACHMENT A

SUPPLEMENTAL NO. __1__ TO WORK AUTHORIZATION NO. __5

This Supplemental 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").

Part1. The Engineer will provide the following engineering services:

See Exhibit B.

- Part 2. The maximum amount payable for services under this Supplemental Work Authorization without modification is \$136,944.00.
- **Part 3.** Payment to the *Engineer* for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.
- Part 4. This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on <u>December 31, 2012</u>, unless extended by a Supplemental Work Authorization.
- Part 5. This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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

ENGINEER:	COUNTY:
Dannenbaum Engineering Company -	Williamson County, Texas
Austin, LLC	
By: Wower Chert	By
Signature	Signature
Thomas C. Arndt, P.E.	Dan A. Gattis
Printed Name	Printed Name
Descrident	County Index
President	County Judge
Title	Title
03-03-2011	63-23-11
Date	Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Fee Schedule

EXHIBIT A

SUPPLEMENTAL NO. 1 TO 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:

 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

SUPPLEMENTAL NO. <u>1</u> TO WORK AUTHORIZATION NO. <u>5</u>

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

The County has requested Dannenbaum Engineering Company – Austin, LLC (Dannenbaum) team to provide a supplemental work 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. Construction Phase Services shall include coordination, submittal reviews, responses to request for information and change orders.

III. ADDITIONAL 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. Attend project site visits and meetings. A maximum of six (6) 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.

- 3. Review five (5) Submittals.
- 4. Provide a response and design as needed to owner for each Request for Information (RFI's). An estimated total of twenty (20) RFI's.
- 5. An estimated total of two (2) change orders for any matter that becomes a change order. The County will not be billed for change orders resulting from Engineering errors and omissions.
- 6. Resolve field problems and provide input. An estimated total of Six (6) field problem resolutions.

IV. PLAN REVISIONS REQUIRING ADDITIONAL LEVEL OF EFFORT

- 1. Rock Nail Wall "C": Designed and Developed a Rock Nail Retaining Wall Details plan sheet with typical panel details, under drain details, prefabricated drainage details, and closure pour reinforcement details. Revised quantities and estimated costs.
- 2. **Bog Soils:** Raised US 183 Southbound profile and provided a 1' minimum ditch depth. Revised the following affected plan sheets: Roadway Summary Sheet, Erosion Control Summary, Roadway Profile, Roadway Profile Ramps, Roadway Profile U-Turns, Grading Details, Intersection Details, and SW3P Layout. Revised Plan and Profiles to include an underdrain traverse to the roadway at the beginning of the bog and parallel to the roadway for the length of bog to daylight into the west ditch. Provided underdrain details and estimated quantities for the above.
- 3. **Detour A Plan and Estimate:** Developed plan and profile, quantities and estimate for an additional temporary 4-lane detour south of proposed Drainage Structure No. 6 (Station 1187+00 approx). The new detour would provide the County additional time to acquire the USACE permit for construction of Drainage Structures No. 5, 5a, and 6.
- 4. 4-lane Detour 1 Plans and Estimate: Re-designed Detour 1 from a 2-lane to 4 lane pavement. Developed Detour 1 plan and profile and provided quantities and estimate.
- 5. **Temporary Northbound Connection:** Evaluated and provided quantities and estimate for a temporary northbound US 183 connection from the proposed northbound pavement to the existing US 183 4-lane roadway near the First Texas Bank.
- 6. Out of Phase Traffic Control Revisions: Revised traffic control phasing at SH 29 to accommodate out-of-phase sequence of construction. Revised traffic control sheets to accommodate the out-of-phase 4-lane Detour 1.
- 7. Utility Conflicts and Coordination: Provided utility coordination with Alba Consultants, HNTB, HDR, AT&T, and Half Associates. Evaluated and identified utility conflicts based on pothole data provided.
- 8. Turn Lane Design and Estimate: Designed turn lanes at South Gabriel Drive and Signal Hill Drive. Revised traffic control plans and developed quantities and cost estimate.

V. EXCLUDED SERVICES

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

VI. ESTIMATED FEES

Exhibit C identifies the man-hours for additional construction phase services and for the plan revisions that required additional level effort to date. Dannenbaum will provide the additional services described above on a Time and Material basis. Services beyond those detailed in the Sections above shall require a supplemental agreement.

EXHIBIT C / FEE ESTIMATE

SUPPLEMENTAL TO WORK AUTHORIZATION NO. 5

EXHIBIT C - FEE SCHEDULE

DANNENBAUM ENGINEERING COMPANY - Austin, LLC PROJECT SCOPE: Construction Phase Services

US 183

Construction Phase Services (Supplemental)

3-Mar-11

DATE:

TASK AND DESCRIPTION	PROJECT MANAGER	SENIOR STRUC/ HYDR ENGR	SENIOR	PROJECT	DESIGN	GRADUATE	CADD	CLERICAL	TOTAL
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	
I ADDITIONAL CONSTRUCTION PHASE SERVICES									
1 Coordination with Owner	2.0		12.0						14.0
2 Coordination with Sub			6.0						6.0
3 Coordination with HDR	2.0		24.0						26.0
4 Project Management	2.0		12.0						14.0
5 Project Site Visits and Meetings (6)	3.0		24.0						27.0
6 Submittal Reviews (5)	2.0	5.0	20.0		20.0				47.0
7 Respond to RFI's (20)	2.0	2.0	120.0		10.0	0.09		10.0	204.0
8 Field Problem Resolutions (6)		6.0	48.0			30.0		3.0	87.0
9 Change Orders (2)		4.0	24.0		4.0			2.0	34.0
SUBTOTAL	13.0	17.0	230.0	0.0	34.0	90.0	0.0	15.0	459.0
II. PLAN REVISIONS REQUIRING ADDITIONAL EFFORT									
1 Rock Nail Wall "C"		4.0		2.0	16.0		7.0		29.0
2 Bog Soils			13.0						13.0
3 Detour A Plans and Estimate			12.0			5.0			17.0
4 4-Lane Detour 1 Plans and Estimate			22.0			23.0	4.0		49.0
5 Temporary Northbound Connection			7.0	-					7.0
6 Out of Phase Traffic Control Revisions			166.0	41.0		124.0	28.0		359.0
7 Utility Conflicts and Coordination			28.0			9.0			37.0
8 Tum lane Design and Estimate			18.0			3.0			21.0
SUBTOTAL	0.0	4.0	256.0	43.0	16.0	164.0	39.0	0.0	532.0
III. TOTAL PROJECT HOURS	13.D	21.0	556.0	43.0	50.0	254.0	39.0	15.0	991.0

DATE:

03-Mar-11

US 183 Construction Phase Services (Supplemental)

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

TASK AND DESCRIPTION	PROJECT	SENIOR STRUCA	SENIOR	PROJECT	DESIGN	GRADUATE	CADD	CIEDICAL	Ľ	SISTOT
	MANAGER	HYDR ENGR	ENGINEER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	CLE NICE	_	2
HOURLY RATE	\$56.23	\$57.80	\$49.99	\$39.05	\$35.93	\$31.87	\$26.24	\$18,12		
I ADDITIONAL CONSTRUCTION PHASE SERVICES TOTAL HOURS	13.0	17.0	290.0		34.0	0.06		15.0	L	459.0
FIXED FEE	\$ 212.73	\$ 285.91	\$ 4,218.18	·	\$ 355.46	\$ 834.55	s	\$ 79.09	s	5,985.92
DIRECT SALARY COST	\$ 2,127.27	\$ 2,859.09	\$ 42,181.82	·	\$ 3,554.55	\$ 8.345.45	· s	\$ 790.91	s	59,859.09
COST INCLUDING OVERHEAD AND PROFIT	\$ 2.340.00	\$ 3.145.00	\$ 46,400.00		\$ 3,910.01	\$ 9.180.00		\$ 870.00	s	65.845.01
II. PLAN REVISIONS REQUIRING ADDITIONAL EFFORT TOTAL HOURS		4.0	266.0	43.0	16.0	164.0	39.0		L	532.0
FIXED FEE		\$ 67.27	S 3,869.09	S 488.64	\$ 167.27	\$ 1,520.73	\$ 297.82	·	s	6,410.82
DIRECT SALARY COST		\$ 672.73	\$ 38,690.91	\$ 4.886.36	\$ 1,672.73	\$ 15,207.27	\$ 2,978.18	s	W	64, 108, 18
COST INCLUDING OVERHEAD AND PROFIT	,	\$ 740.00	\$ 42,560.00	\$ 5,375.00	\$ 1,840.00	\$ 16,728.00	\$ 3,276.00	·	s	70,519.00
III. TOTAL PROJECT HOURS	13.0	21.0	556.0	43.0	50.0	254.0	39.0	15.0	L	991.0
FIXED FEE	\$ 212.73	\$ 353.18	S 8.087.27	S 488.64	\$ 522.73	\$ 2,355,27	\$ 297.82	\$ 79.09	s	12,396.73
DIRECT SALARY COST	2	\$ 3,531.82 \$	w	\$ 4,886.36	5.227.27	s	2	S 790.91	s	123,967.27
COST INCLUDING OVERHEAD AND PROFIT	\$ 2.340.00	S 3.885.00	S 88.960.00	\$ 5.375.00	\$ 5,750.00	\$ 25.908.00	\$ 3.276.00	S 870.00	s	136,364.00
Percent of Total Cost	2%	3%	£2%	4%	%4%	19%	2%	1%	Ц	100%
OTHER DIRECT COSTS										
Printing	\$50.00						TOTAL LABOR			\$136,364.00
Postage/Delivery ,	\$150.00						OTHER DIRECT COSTS	COSTS		\$580.00
Masc. Supplies	\$200.00						TOTAL COST			\$136,944.00
TRAVEL	\$180.00									
TOTAL OTHER DIRECT COSTS	\$580.00									
					TOTALS	TOTAL SUPPLEMENTAL CONTRACT COST	CONTRACT COST		•	\$136,944.00

EXHIBIT C / FEE ESTIMATE US 163

SUPPLEMENTAL TO WORK AUTHORIZATION NO. 5 EXHIBIT C - FEE SCHEDULE

Construction Phase Services (Supplemental)

DATE:

03-Mar-11

DANNENBAUM ENGINEERING COMPANY - Austin, LLC PROJECT SCOPE: Construction Phase Services

DIRECT REIMBURSABLE EXPENSES

Reproduction (Mylars Prints, & Xerox)

Submittal	No. of Shts.		36	11 x		11 x 17	8 1/2 x 11	36 "x	
	per pkg.	Plots	Prints	Plots	Prints	Color Copies	Coples	Color	Black
1. Work sheets									
2. Final Draw				0					
3. Reports						10	500		
	Totals					10	500		
Costs:	Color Rolls - Mylars - 11 x 1 B&W Copies - Color Copies - Copies - 8 1/2	11 x 17 11 x 17	ft Rolls * @	\$3.00 /SF	10 500	each each Sheets Sheets Sheets	x \$36.00 x \$1.00 x \$0.12 x \$2.00 x \$0.06	= = = =	\$20.00 \$30.00
								SUBTOTAL	\$50.00
Prellminary Eng Drainage Repor Project Manual						each each each	x \$25.00 x \$25.00 x \$50.00		
							SUBTOT	AL PRINTING	\$50.00
Travel To Agencles (Per Diem) (Com) (POV) (Rental) To Project Site (Per Diem) (Com)		trips x trips x trips x trips x trips x trips x	1 1 50 1	People People Miles days/trip People People	x x x x		days/trip x per/trip = per mile = daily rate = days/trip x per/trip =	1	
(POV) (Rental)		trips x trips x	60	Miles days/trlp	×	\$0.500 \$70.00	per mile = daily rate =		\$180.00
(come,		,		au, o, u, p		\$70.00	daily rate	SUBTOTAL	\$180.00
Shipping			15	packages	×	\$10.00	/Pkg.	=	\$150.00
Misc Supplies									\$200.00
							TOTA	L EXPENSES	\$580.00