

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 (Berry Springs Park Dam- Phase II Services)

This Supplemental Work Authorization is made pursuant to the terms and conditions of the Professional Services Agreement (the "Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer"). The Agreement was approved by the Williamson County Commissioners Court and executed by County and Engineer on or about February 21, 2012.

RECITALS

WHEREAS, Engineer has completed the Phase I – Dam Evaluation and Alternatives Analysis services in relation to the Berry Springs Park Dam and County has compensated the Engineer for said services;

WHEREAS, as a part of the above mentioned Phase I services under the Agreement, Engineer evaluated flood damage to the Berry Springs Park Dam and developed a preliminary design in a report dated September 19, 2012, of which County has been provided;

WHEREAS, because the extent of the work to be completed to the Berry Springs Park Dam was unknown at the time the Agreement was executed and because some of the work would possibly be performed by County's forces, Engineer and County agreed to postpone the scoping of Phase 2 services until after Phase I services were completed;

WHEREAS, the County has reviewed the Phase 1 - Dam Evaluation and Alternatives Analysis and has selected elements to be included in a bid package for repairs to the Berry Springs Park Dam;

WHEREAS, Engineer and County have now developed a detailed scope, schedule and budget to complete Phase 2 services in relation to the Berry Springs Park Dam and such services shall be considered to be Additional Services under the Agreement; and

NOW, THEREFORE, County and Engineer agree to the performance of the professional services by Engineer and the payment for such services by County as set forth below.

Part 1. Additional Services: The Engineer shall perform the professional engineering services set out in Exhibits "A", which is attached hereto and incorporated herein for all purposes.

Part 2. Compensation: The maximum amount payable for the services under this Supplemental Work Authorization, without modification, shall be \$34,272.00 for the design and bid phase services and \$31,048.00 for the construction phase services, for a total not-to-exceed amount of \$65,320.00. Compensation for the services hereunder will be computed based on Exhibit II - Hourly Rates of the Agreement.

Part 3. Payment: Payment to the Engineer for the services established under this Supplemental

Work Authorization shall be made in accordance with the terms and conditions of the Agreement.

Part 4. Time of Completion: Upon the parties' complete execution of this Supplemental Work Authorization, Engineer shall commence performance of the services set out in Exhibit "A". Engineer hereby agrees to complete said services in accordance with the Schedule set forth in Exhibit "B", which is attached hereto and incorporated herein for all purposes.

If Engineer's services are delayed through no fault of Engineer, Engineer shall be entitled to adjust the Schedule consistent with the number of days of delay. These delays may include but are not limited to delays in County or regulatory reviews, delays on the flow of information to be provided to Engineer, governmental approvals and the other similar delays that are beyond the control of Engineer. These delays may result in an adjustment to compensation; provided, however, any adjustments to compensation must be agreed to by County following adequate substantiation by Engineer.

Part 5. Waiver and Conflict: This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement. To the extent the terms and conditions of this Supplemental Work Authorization conflict with the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Part 6. Acceptance: This Supplemental Work Authorization is hereby accepted and acknowledged as of the date below.

EXECUTED this ____ day of _____, 20__.

Engineer:

Freese and Nichols, Inc.

By: *John S. Wolfhope*

Signature

John S. Wolfhope
Printed Name

Principal
Title

County:

Williamson County, Texas

By: *Dan A. Gatti*

Signature

Dan A. Gatti
Printed Name

County Judge
Title

LIST OF EXHIBITS

Exhibit "A" - Additional Services to be Provided by Engineer

Exhibit "B" - Schedule

EXHIBIT "A"

ADDITIONAL SERVICES TO BE PROVIDED BY Engineer

Scope of Services:

Engineer shall provide the following services in relation to the Berry Springs Park Dam (also sometimes referred to herein as the "Project"):

- I. **Project Management and Meetings:** Engineer will monitor the budget and schedule for the Project and will provide monthly one-page summaries of the Project along with invoices for services completed. The one-page report will summarize services completed, upcoming effort, milestones, and items for discussing or needing input from the County.
 - A. Attend a kick-off meeting with the County to review the scope of services, schedule and required coordination; verify the County's requirements for the Project; and review the available data.
 - B. Conduct and attend two (2) Project meetings with the County to discuss design alternatives and final recommendations.
 - C. Attend one Commissioner's Court meeting to present the findings and recommendations to the Court.
- II. **Construction Contract Document Preparation:** Engineer will develop final construction drawings, technical specifications, and construction cost estimate using Engineer's standard construction documents. The final design will include:
 - A. Replacing the failed rock wall with a cast-in-place concrete wall.
 - B. Raising the embankment to a constant elevation.
 - C. Removing the outlet pipe and grate inlet.
 - D. Protecting the outlet of the big spring.
 - E. Protection to the ends of the embankment.
 - F. Temporary erosion and sedimentation controls during construction.
 - G. Permanent vegetative protection on all soil areas disturbed by construction.
 - H. Geotechnical Investigation. Drill two boreholes near the failed wall to determine foundation conditions.
 - I. Develop Construction Documents.
 - i. Engineer will provide three copies of the construction drawings at 60% for review by the County. A list of special permitting requirements will be identified if applicable.
 - ii. Based on Engineer experience with similar dam rehabilitation projects Engineer anticipates the Project will be performed under a USACE Nationwide permit and will not require State or Federal Permit submittal.

- iii. Engineer will provide three copies of the plans and specifications at 90% completion for review and approval of the County. Upon County approval the "issued for bid" documents will be prepared.
- J. Engineer will prepare opinions of probable construction costs at the 60%, 90% and issued for bid milestones.

III. Bid Phase: Engineer will assist the County in advertisement of the Project and securing bids.

- A. Engineer will provide twenty-five copies of the plans and specifications for distribution by the County to prospective bidders and plan rooms.
- B. Engineer will respond to questions and interpret the bid documents. Addenda to the bid documents will be prepared and provided to the County for distribution to the plan holders.
- C. Engineer will attend the pre-bid meeting and bid-opening.
- D. Engineer will Evaluate the bids and provide recommendation of award.

IV. Construction Phase: Upon completion of the bid phase services, Engineer will proceed with the performance of construction phase services as described below. Engineer will endeavor to protect County in providing these services however, it is understood that Engineer does not guarantee the construction contractor's performance, nor is Engineer responsible for supervision of the construction contractor's operation and employees. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the construction contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the construction contractor or any subcontractor. Engineer shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- A. Assist County in conducting pre construction conference with the Contractor, review construction schedules prepared by the construction contractor pursuant to the requirements of the construction contract.
- B. Establish communication procedures with the County and construction contractor. Submit reports every two weeks of construction progress. Reports will describe construction progress in general terms and summarize construction schedule and pending and approved contract modifications.
- C. Establish and maintain a project documentation system consistent with the requirements of the Construction Contract Documents. Monitor the processing of construction contractor's submittals and provide for filing and retrieval of Project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review construction contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the Construction Contract Documents for the Project. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- D. Based on Engineer's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by construction contractor, determine the amount that Engineer recommends construction contractor be paid on monthly and final estimates, pursuant to the Uniform General Conditions of Williamson County.
- E. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, Engineer will endeavor to protect the County against defects and deficiencies in the work of contractors and will report any observed deficiencies to County. Visits are anticipated to be twice a week for 10 weeks. Visits to the site in excess of the specified number are an additional service.
- F. Notify the construction contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents.
- G. Review results of laboratory testing required for the testing or inspection of materials for quality control of the Project. The specifications will require that the cost of such quality control shall be paid by the construction contractor is not included in the services to be performed by Engineer.
- H. Interpret the drawings and specifications for County and construction contractor. Investigations, analyses, and studies requested by the contractors and approved by County, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- I. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the County to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the County. Documentation of field orders, where cost to County is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the Construction Contract Documents requested by the construction contractor and approved by the County are an additional service. Substitutions of materials or equipment or design modifications requested by the County are an additional service.
- J. Prepare documentation for contract modifications required to implement modifications in the design of the Project. Receive and evaluate notices of contractor claims and make recommendations to the County on the merit and value of the claim on the basis of information submitted by the construction contractor or available in project documentation. Endeavor to negotiate a settlement value with the construction contractor on behalf of the County if appropriate. Providing these services to review or evaluate construction contractor claims, supported by causes not within the control of Engineer are an additional service.
- K. Assist in the transfer of and acceptance by the construction contractor of any County furnished equipment or materials.

- L. Conduct, in company with County's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the County in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- M. Revise the construction drawings in accordance with the information furnished by construction contractors reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by Engineer to County.

V. DELIVERABLES

- A. 60% Review: Three full-size sets of drawings, three sets of specification and probable opinion of construction cost.
- B. 90% Review: Submittal: Three full-size sets of drawings, three sets of specification and probable opinion of construction cost.
- C. Issued for Bid Submittal: Twenty-five copies of the plans and specifications. Probable construction cost.
- D. Recommendation of award.

VI. ADDITIONAL SERVICES: Any services not included above shall be considered and Additional Services and, if authorized by County, will be computed based on Exhibit II - Hourly Rates of the Agreement.

VII. DESIGNATED REPRESENTATIVES: Engineer and County designate the following representatives:

County's Designated Representative – Randy Bell, 219 Perry Mayfield, Leander, TX 78641, (512) 943-1922, randybell@wilco.org.

Engineer Project Manager – Jay Scanlon, P.E., 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3100, jws@freese.com

Engineer Accounting Contact – Billy Metzger, 10814 Jollyville Road, Suite 100, Austin, Texas 78759, (512) 617-3177, Billy.Metzger@freese.com

SCHEDULE

