

CONTRACT AMENDMENT NO. 7
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at D.B. Wood Road Improvements (“Project”)**

THIS CONTRACT AMENDMENT NO. 7 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unitech Consulting Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 16, 2014 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,700,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Kum Wing Chan
Signature

Kum Wing Chan, PE
Printed Name

Vice President
Title

5/18/21
Date

COUNTY:

By: Bill Gravell
Signature

Bill Gravell
Printed Name

County Judge
Title

Jun 10, 2021
Date


5/19/2021

EXHIBIT D
RATE SCHEDULE

Unintech Consulting Engineers, Inc.

| Title | 2021 Rate (per hour) |
|------------------------|-----------------------------|
| Project Manager | \$214.31 |
| Senior Engineer | \$175.84 |
| Project Engineer | \$148.37 |
| Design Engineer | \$120.89 |
| EIT | \$104.41 |
| Drainage Engineer | \$142.87 |
| Senior CADD Operator | \$104.41 |
| Admin/Clerical | \$49.46 |
| | |
| Survey Project Manager | \$175.84 |
| Survey Technician | \$93.42 |
| Survey Tech GPS/SIT | \$109.90 |
| 2-eMan Survey Crew | \$148.37 |
| 3 Man Survey Crew | \$175.84 |
| Survey Admin | \$49.46 |

WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD BOND PROJECT:

SH 29 at D.B. Wood Road Intersection Improvements

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 16, 2014 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineers, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$17,861.51.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31, 2021. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____ day of Jun 10, 2021, _____

ENGINEER:

Unintech Consulting Engineers, Inc.

COUNTY:

Williamson County, Texas

By: 
Signature

Kum Wing Chan, PE

Printed Name

Vice President

Title

By: 
Signature

Bill Gravell

Printed Name

County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

5/19/2021

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
SH 29 at D.B. Wood Intersection Improvements

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
5. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
7. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Engineer and the County's other consultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SH 29 at D.B. Wood Intersection Improvements

PROJECT DESCRIPTION

Project Limits

The SH 29 at D.B. Wood Road Improvement project ("Project") involves improvements to approximately 5,000 linear feet of SH 29, 2,000 linear feet of D.B. Wood Road north of SH29, and 1,000 linear feet of D.B. Wood Road south of SH 29.

Proposed Facility

The proposed facility includes a dual left turn on southbound DB Wood Road, dedicated right turn on northbound DB Wood Road, and a deceleration/turn lane for westbound SH 29 to northbound D.B. Wood Road.

Design Criteria

Not applicable.

1. CONDEMNATION HEARING EXHIBITS

- a. Prepare preliminary and final condemnation hearing exhibits for two ROW Parcels.
- b. Exhibits (each exhibit should include high-resolution aerial imagery):
 - i. A vicinity map with an overall project layout and limits (beginning and end)
 - ii. Existing and proposed typical road sections
 - iii. Parent tract (including area)
 - iv. Right-of-way acquisition (including parcel acquisition and remainder areas),
 - v. Proposed improvements adjacent to the property.

Deliverables: Preliminary and Final Condemnation Hearing Exhibits in pdf format.

2. CONDEMNATION HEARINGS

- a. Engineer will attend meetings remotely with the attorney to prepare for the hearings.
- b. Engineer will attend two condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

3. EXCLUSIONS:

The following items are not included in this work authorization:

- SURVEYING
- PLAN PREPARATION (PS&E) SERVICES
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- RIGHT OF ENTRY TO PRIVATE PROPERTIES

ATTACHMENT C WORK SCHEDULE

The start date is the date of execution of the Work Authorization and the end date is 8/31/2021.

Attachment D - Fee Schedule - Work Authorization No. 3
(Time & Material Payment)

Highway: **Sh 29 at DB wood Improvement Project**

County: **Williamson County**

Limits:

Scope: **Preparation of Hearing Exhibits and Testifying at the Hearings**

SUBPROVIDER: Unintech Consulting Engineers, Inc.

| TASK DESCRIPTION | | Project Manage | EIT | Senior CADD Operator | Fee |
|----------------------------|---|--------------------|------------------|----------------------|--------------------|
| | CONTRACT RATE PER HOUR | \$ 214.31 | \$ 104.41 | \$ 104.41 | |
| Additional Services | | | | | |
| | Deposition w/paralegal (remote Meetings) | 12 | | | \$ 2,571.72 |
| | Attend two condemnation hearings in-person and testify as an expert witness | 16 | | | \$ 3,428.96 |
| | Prepare preliminary and final condemnation hearing exhibits for two ROW Parcels. (See Attachment B, Part 1) | 18 | 8 | 16 | \$ 6,363.42 |
| | Project and document Review | 24 | | | \$ 5,143.44 |
| Excluded | Deliver revised ROW parcels, signed documents to the City of Georgetown, Williamson County and TxDOT | | | | \$ - |
| | | | | | |
| | HOURS SUB-TOTALS | 70 | 8 | 16 | |
| | SUBTOTAL 160 (150) | \$15,001.70 | \$835.28 | \$1,670.56 | \$17,507.54 |

| DIRECT EXPENSES | | QUANTITY | UNIT | RATE | TOTAL |
|-----------------|--|----------|------------|-----------|--------------------|
| | MILEAGE (One Round Trip) | 220 | mile | \$ 0.550 | \$ 121.00 |
| | CDs | 1 | each | \$ 1.50 | \$ 1.50 |
| | Certified Letter Return Receipt | 1 | each | \$ 6.47 | \$ 6.47 |
| | OVERNIGHT MAIL - OVERSIZED BOX | 1 | each | \$ 35.00 | \$ 35.00 |
| | LODGING/HOTEL (TAXES/FEEs NOT INCLUDED) | 1 | day/person | \$ 110.00 | \$ 110.00 |
| | LODGING/HOTEL - TAXES AND FEES | 1 | day/person | \$ 20.00 | \$ 20.00 |
| | MEALS (EXCLUDING ALCOHOL & TIPS) (OVERNIGHT STAY REQUIRED) | 1 | day/person | \$ 60.00 | \$ 60.00 |
| | Type II ROW Monuments-Poured (for control points) | | unit | \$ 100.00 | \$ - |
| | Deed Copies | | sheet | \$ 2.00 | \$ - |
| | SUBTOTAL OTHER DIRECT EXPENSES | | | | \$ 353.97 |
| | | | | | |
| | TOTAL | | | | \$17,861.51 |

5-25-21 #45 SH29 at DB Wood

Final Audit Report

2021-06-10

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| Created: | 2021-06-09 |
| By: | Andrea Schiele (aschiele@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAucbyTUR_po6XSfUmWaeFymNu8R41kf8Z |

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5-25-21 #45 SH29 at DB Wood

Final Audit Report

2021-06-10

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| Created: | 2021-06-10 |
| By: | Andrea Schiele (aschiele@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAutyCIONcEtSdX78uK6NpDcOISQ7THiCo |

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