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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and Possible action to approve increasing the not-to-exceed fee and compensation cap on the Huitt-Zollars Professional Service Agreement in the amount of \$51,000.00 to provide construction phase services on the CR 266 (Old Bastrop Hwy) Priority Road Bond Program project in accordance with Work Authorization No. 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 19, 2013	\$51,000

LINE ITEM NUMBER

027-801-96-507.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Commissioner Debbie Ingalsbe	INGALSBE	N/A

SUMMARY

The CR 266 (Old Bastrop Hwy) project was identified as a key project in Precinct 1 as part of the 2008 Priority Road Bond Program. The project design is complete and construction is anticipated to begin in April 2013.

As such, it has become necessary to supplement the Huitt-Zollars Professional Services Agreement and issue Work Authorization No. 4 to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction inspection services and a more accurate construction schedule was available.

Construction phase services include:

- 1) Attend preconstruction meeting and construction progress meetings,
- 2) Review shop drawing submittals,
- 3) Respond to Contractor requests for information (RFIs), and
- 4) Review Contractor Change Order requests.
- 5) Prepare change order documents at request of the County. Change orders as a result of errors/omissions in the contract documents will be prepared at the Engineer's expense.

Supplement No. 3 to the Professional Services Agreement and Work Authorization No. 4 are attached for the Court's approval.

Funds are available within the project's bond program budget.

FILED: 03 19 13
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28801 VOL V PG 114

STATE OF TEXAS §
 §
HAYS COUNTY §

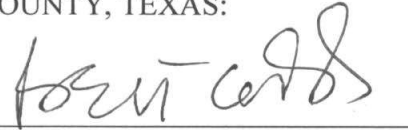
IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this Supplemental Agreement No. 3 to the Professional Services Agreement dated October 13, 2009 in duplicate.

EXECUTED this 19th day of March, 2013.

ENGINEER:
HUITT-ZOLLARS, INC.

COUNTY:
HAYS COUNTY, TEXAS:

BY: 

BY: 

Printed Name: Gregory R. Wine, PE, LEED AP

Bert Cobb, M.D.

Title: Sr. Vice President

Hays County Judge

Reviewed as to Form By:


County Attorney

Funds Verified By:


County Auditor

OLD BASTROP HIGHWAY/CR266

Work Authorization No. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the “County”), and Huitt-Zollars, Inc. (the “Engineer”).

Part 1. The **Engineer** shall provide Construction Phase Services as identified in Attachment B for the roadway improvements to CR 266 between the limits of Centerpoint Road and Francis Harris Lane in Hays County and for the re-alignment of Centerpoint Road at its intersection with CR 266. The responsibilities of the Engineer and project work schedule are detailed in Attachments B and C, which are attached hereto and made a part of the Work Authorization.

Part 2. Without modification, the maximum amount payable for services performed under this Billing Rates Work Authorization is \$ 51,000.00. The fee schedule used to establish the maximum amount payable is attached hereto as Attachment D1. The **Engineer** may alter the compensation distribution between individual phases, tasks or work assignments to be consistent with Services actually rendered, within the total amount. The billing rates and classifications are attached hereto as Attachment D2.

Part 3. Payment to the **Engineer** for services established under this Work Authorization will be made in accordance with the Agreement.

Part 4. This Work Authorization will become effective on the date of acceptance of the parties hereto and shall terminate on March 31, 2014, 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. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
HUITT-ZOLLARS, INC.

COUNTY:
HAYS COUNTY, TEXAS

By: 
Signature

Gregory R. Wine, P.E., LEED AP

Printed Name

Senior Vice President

Title

March 14, 2013

Date

By: 
Signature

Debbie Ingalsbe

Printed Name

Co. Commissioner Pct. 1

Title

3/19/13

Date

LIST OF ATTACHMENTS

- Attachment A – Services to be provided by the County
- Attachment B – Services to be provided by the Engineer
- Attachment C – Work Schedule
- Attachment D1 – Fee Schedule
- Attachment D2 – Hourly Rate Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE COUNTY

In addition to the services listed in the Agreement, the County will provide the following services:

1. Provide a Project Manager to coordinate all aspects of the Work Authorization.
2. Furnish available reference documents, information and project data needed for the work in this Contract.
3. Assist in the coordination with adjacent property owners, as appropriate.
4. Provide timely reviews and approvals of required documentation including, working documents, reports, and drawings.
5. Perform timely review and processing of monthly invoice submissions.
6. Provide and compensate separately for a Construction Manager/Inspector to provide quality assurances as required by the Project Manual.
7. Provide and compensate separately for a Construction Materials Testing Laboratory to provide appropriate testing as required by the Project Manual.
8. Provide substantial and final construction inspections.
9. Perform surveying services if needed.
10. Close out construction contract.

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

SCOPE OF SERVICES

The services to be provided by Huitt-Zollars (Engineer) to Hays County (County) under this Work Authorization shall consist of the following Construction Engineering Services for the CR 266 and Centerpoint Road Roadway Widening Project (Project). The project limits include CR 266/Old Bastrop Highway from Francis Harris to Centerpoint Road and a portion of Centerpoint Road from the intersection with CR 266/Old Bastrop Highway to approximately five hundred feet southeast of CR 266/Old Bastrop Highway.

Construction Phase Services

- A. Obtain Certificates of Insurance, Payment and Performance Bonds from the Contractor and prepare copies of the Project Manual for execution. Provide the Contractor with copies of the Construction Plans.
- B. Attend the pre-construction and site coordination meetings.
- C. Respond to Requests for Information and Requests for Clarification and coordinate with the County.
- D. Review shop drawings and submittals. Shop drawing and submittals requiring review may include, but shall not be limited to, the following:
 - 1. Reinforced Concrete Box and Pipe Culverts
 - 2. Headwalls/Retaining Walls
 - 3. Metal Beam Guard Fence
 - 4. Concrete Mix Designs
 - 5. Hot Mix Asphaltic Concrete Mix Design
 - 6. Excavation and Backfill for Structures
 - 7. Aluminum Signs
 - 8. Small Roadside Sign Assemblies
 - 9. Traffic Control Plan
- E. Preparation of Change Orders, Alternate Design or Additional Design Details – Prepare Change Orders, Alternate Designs or Additional Design Details if authorized by and directed by the County or its representatives. Document each Change Order, Alternate Design or Design Details in sufficient detail to allow for the processing of the design refinement. Submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of change order documents, The Engineer shall be available to:
 - Prepare a Fair Construction Cost Estimate for the change

- Evaluate contractor's proposed quotation against the Fair Construction Cost Estimate
- Submit recommendations to the County for final approval
- Assist the County and/or its representative in negotiating change order following approval.

Changes to Construction Documents required as a result of errors and/or omissions by the Engineer will be completed at the Engineer's expense.

The services identified above shall be billed hourly based upon the hourly rate schedule contained in Attachment D2. Invoices shall include hourly detail and specific references to the services listed under the items above.

Project Direct Expenses shall be billed at cost. Mileage shall be billed at the IRS standard business mileage rate.

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

ATTACHMENT C

WORK SCHEDULE

The work to be performed by the Engineer under this work authorization shall be completed by March 31, 2014, unless amended by a Supplemental Work Authorization.

ATTACHMENT D1

Old Bastrop Highway / CR 266

Huitt-Zollars, Inc. Fee Schedule

<u>Task</u>	<u>Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
A. Contracting				
	Civil Engineer	\$165.00	16	\$2,640.00
	Contracting Subtotal:			2,640.00
B. Preconstruction and Site Coordination Meetings				
	Civil Engineer	165.00	92	15,180.00
	Preconstruction and Site Coordination Meetings Subtotal:			15,180.00
C. Coordination with Inspector, Contractor and County				
	Civil Engineer	165.00	40	6,600.00
	Project Support	60.00	8	480.00
	Coordination with Inspector, Contractor and County Subtotal:			7,080.00
D. Review and Respond to Shop Drawings, RFIs and RFCs				
	Civil Engineer	165.00	60	9,900.00
	Sr. Structural Engineer	175.00	12	2,100.00
	Sr. CADD Technician	118.00	10	1,180.00
	Project Support	60.00	16	960.00
	Review and Respond to Shop Drawings, RFIs & RFCs Subtotal:			14,140.00
E. Prepare Change Orders, Alternate Design and/or Additional Design				
	Civil Engineer	165.00	38	6,270.00
	QA/QC Manager	180.00	3	540.00
	Sr. CADD Technician	118.00	25	2,950.00
	Project Support	60.00	4	240.00
	Prepare Change Orders, Alternate Design, Additional Design:			10,000.00
F. Expenses				
	Mileage (20 trips to Site; six to Transportation Office)	0.555/mi	2,492 miles	1,383.06
	Construction Plans (10 copies)	0.15/sheet	2,470 sheets	370.50
	Construction Plans (10 bound)	1.00/set	10 sets	10.00
	Project Manuals (5 copies)	0.09/sheet	1,710 pages	153.90
	Project Manuals (5 bound)	5.00/set	6 sets	30.00
	Expenses Subtotal:			1,950.00

Work Authorization No. 4 Total \$51,000.00

ATTACHMENT D2

HOURLY RATES

HUITT-ZOLLARS, INC.

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$ 210.00
Project Manager	\$ 165.00
QA/QC Manager	\$ 180.00
Sr. Civil Engineer	\$ 175.00
Sr. Structural Engineer	\$ 175.00
Structural Engineer	\$ 160.00
Civil Engineer	\$ 165.00
Engineer Intern	\$ 110.00
Senior Designer	\$ 120.00
Designer	\$ 110.00
Sr. CADD Technician	\$ 118.00
CADD Technician	\$ 90.00
Surveyor (RPLS)	\$ 155.00
Survey Crew (2-man)	\$ 130.00
Survey Technician	\$ 95.00
Construction Manager	\$ 160.00
Resident Project Representative	\$ 115.00
Sr. Project Support	\$ 75.00
Project Support	\$ 60.00

REIMBURSABLE EXPENSES

Mileage Standard Business Mileage Rate

Rates effective till March 31, 2014