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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 authorize the County Judge to execute a Contract for Engineering Services Supplemental #3 to the Professional Services Agreement with URS Corporation for FM150 realignment.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	May 14, 2013	Budgeted road bond funds. (already allocated)

**LINE ITEM NUMBER**

N/A

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Weaver / Debbie Ingalsbe	INGALSBE	N/A

**SUMMARY**

URS is the Design Engineer for the IH 35 Phase IIA (RM 150 Realignment) project; Work Authorization No. 2, Supplemental Agreement No. 5 to Work Authorization No. 1, and Supplemental #3 to the Professional Services Agreement will allow for the completion of :

- \* Continued Project Management coordination efforts on the RM 150 project.
- \* Continued Utility Coordination Services on the RM 150 project.
- \* Construction Phase Services the RM 150 project.

The maximum amount payable for services under Work Authorization No. 2 without modification would be \$30,241.00. (to executed by Commissioner Ingalsbe after court approval of Supp 3 to PSA)

The maximum amount payable for services under Supplemental No. 5 to Work Authorization No. 1 without modification would be \$16,021.00. (to be executed by Commissioner Ingalsbe after court approval of Supp 3 to PSA)

The funding will come from the allocated monies budgeted for the pass through bond program which is within the engineering budget that was already presented to and approved by the Court.

The Compensation Cap for the Professional Services Agreement will be increased from \$900,000.00 to \$950,000.00 (to be executed by Judge Cobb)

See attached.

05 14 13

FILED:

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 29009 VOL V PG 153

FM 150 (IH35-CR204)  
Realignment & Widening  
[0805-01-017]

RECEIVED  
MAY 01 2013  
BY: PST

**CONTRACT FOR ENGINEERING SERVICES  
SUPPLEMENTAL AGREEMENT NO. 3  
TO THE PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §  
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and URS Corporation (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on October 1, 2008; and a Supplemental to the contract on November 17, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$898,163.09; and,

WHEREAS, the "**Compensation Cap**" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$900,000.00; 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. It is hereby increased from \$898,163.09 to \$944,425.09.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$900,000.00 to \$950,000.00.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II. (N/A)

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:**

URS Corporation

By:   
Signature


Tyler P. Jones  
Printed Name

Vice President  
Title

5-1-13  
Date

**COUNTY:**

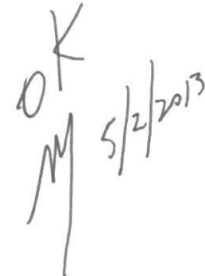
Hays County, Texas

By:   
Signature

Bert Cobb, M.D.  
Printed Name

Hays County Judge  
Title

5-14-2013  
Date



RECEIVED

MAY 01 2013

BY: PST  
Contract No.

FM 150 (IH35-OR204)  
Realignment & Widening  
ATTACHMENT A

1 of 2 Pages

[0805-01-017]

WORK AUTHORIZATION NO. 1  
SUPPLEMENTAL NO. 5

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 5, to WORK AUTHORIZATION NO. 1 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 URS Corporation (*the "Engineer"*).

**Part 1.** This Supplemental Work Authorization shall consist of the following engineering services: The Engineer will conduct utility coordination. The Engineer will also provide Project Management for an additional period from January 2012 to April 2013.

**Part 2.** The maximum amount payable for services under this Supplemental Work Authorization without modification is \$16,021.00, raising the total authorized amount under this Work Authorization from \$898,163.09 to \$914,184.09. A fee schedule used to establish the maximum amount payable is attached hereto as Exhibit D1. All hours will be billed according to Exhibit D2 of Work Authorization No. 1 - URS Rates and Classifications.

**Part 4.** This Supplemental Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 2013, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.



**EXHIBIT B****FM 150  
HAYS COUNTY, TEXAS**

From: IH-35  
To: CR 204  
Length: 0.7 miles  
County: Hays

**SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will conduct utility coordination. The Engineer will also provide Project Management for an additional period from January 2012 to April 2013.

**SUPPLEMENTAL WORK AUTHORIZATION NO. 5 - TASK OUTLINE****I. RIGHT OF WAY DATA/UTILITIES (FC 130)**

The Engineer will coordinate and liaison activities with PEC, CenterPoint Energy, Time Warner, Verizon and Grande Communications for the relocation of the existing utilities as required by the relocation of RM 150. This coordination will take place during the design process as well as through the relocation of the facilities in the field and covers additional effort not previously scoped due to the additional utilities of Time Warner, Verizon, and Grande Communications.

**II. PROJECT MANAGEMENT (FC 164)**

The Engineer will:

- A. Coordinate with Hays County/GEC, and TxDOT.
- B. Prepare and execute contracts, monitor activities of staff and sub-consultants, complete monthly reports, and review and recommend approval of sub-consultant invoices.

EXHIBIT D - SA M IN WA #1  
 FEE SCHEDULE FM 150 - Utility Coordination  
 PROJECT NAME FM 150 REALIGNMENT EAST OF W-15 (0.7 MILE)

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER 2	GRADUATE ENGINEER 1	SENIOR DESIGNER	CAJID TECH	CLERICAL	TOTAL LABOR HRS @ 2013	NO OF DINGS	LABOR HRS PER SHEET
UTILITY COORDINATION (FC 150) (MAY 2012 - APRIL 2013)												
ATTENDING MEETINGS												
HOURS SUB-TOTALS	36	36	36	36	36	36	36	36	36	36	36	36
LABOR RATE PER HOUR	\$110.00	\$130.00	\$150.00	\$170.00	\$190.00	\$210.00	\$230.00	\$250.00	\$270.00	\$290.00	\$310.00	\$330.00
SUBTOTAL (FC 150)	\$3960.00	\$4680.00	\$5400.00	\$6120.00	\$6840.00	\$7560.00	\$8280.00	\$9000.00	\$9720.00	\$10440.00	\$11160.00	\$11880.00
PROJECT MANAGEMENT (FC 150) (MAY 2012 - APRIL 2013)												
INDUSTRY COORDINATION (FC 150) (MAY 2012 - APRIL 2013)												
PRELIMINARY AND DETAILED ELECTRICAL TECHNICALS	4											
REVISES AND REQUESTS REPORTS	30											
BANGALAYAT COOPERATION	4											
PROJECT TIME ADMINISTRATION												
COURSE ESTIMATION	36											
LABOR RATE PER HOUR	\$170.00	\$190.00	\$210.00	\$230.00	\$250.00	\$270.00	\$290.00	\$310.00	\$330.00	\$350.00	\$370.00	\$390.00
SUBTOTAL (FC 150)	\$6120.00	\$6840.00	\$7560.00	\$8280.00	\$9000.00	\$9720.00	\$10440.00	\$11160.00	\$11880.00	\$12600.00	\$13320.00	\$14040.00
TOTAL COSTS BY FC												
UTILITY COORDINATION (FC 150) (MAY 2012 - APRIL 2013)										\$6,120.00		
PROJECT MANAGEMENT (FC 150) (MAY 2012 - APRIL 2013)										\$12,600.00		
SUBTOTAL LABOR EXPENSES										\$18,720.00		
PROJECT EXPENSES	100											
PROJECT EXPENSES (FC 150) (MAY 2012 - APRIL 2013)												
PROJECT EXPENSES (FC 150) (MAY 2012 - APRIL 2013)	50											
PROJECT EXPENSES (FC 150) (MAY 2012 - APRIL 2013)												
SUBTOTAL DIRECT EXPENSES												
TOTAL										\$18,720.00		\$18,720.00

RECEIVED  
MAY 01 2013  
BY: PSI

ATTACHMENT A

WORK AUTHORIZATION NO. 2

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 URS Corporation (*the "Engineer"*).

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

See Attachment *IH 35 Phase IIA (RM 150 Realignment)* [Refer to attached Exhibit B]

0805-01-017 construction phase services

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$30,241.00.

**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 January 01, 2012 and shall terminate on December 31, 2013, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.



ATTACHMENT A (con't.)

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

ENGINEER:  
URS Corp.

COUNTY:  
Hays County, Texas

By: [Signature]  
Signature

By: \_\_\_\_\_  
Signature

Tyler P. Jones  
Printed Name

Debbie Ingalsbe  
Printed Name

Vice President  
Title

Hays County  
Commissioner Precinct 1  
Title

5.1.13  
Date

\_\_\_\_\_  
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

*OK  
my 5/2/2013*

**WORK AUTHORIZATION NO. 2  
EXHIBIT A**

**SERVICES TO BE PROVIDED BY THE COUNTY**

Project: FM 150  
Limits: IH-35  
To: CR 204  
County: Hays  
Length: 0.7 miles

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In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Hays County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the Shop Drawing, Change Order and Construction Phase efforts of the project.
2. A written statement of the show drawing review requirements if they differ in any way from the Texas Department of Transportation review requirements.

**WORK AUTHORIZATION NO. 2  
EXHIBIT B**

**SERVICES TO BE PROVIDED BY THE ENGINEER**

**IH 35 Phase IIA (RM 150 Realignment)  
Hays County**

**Project Limits:** IH-35 to CR 204

**Proposed Action:** Provide construction phase engineering services for IH 35 Phase IIA (RM 150 Realignment) within the project limits described above.

**Scope of Services:** All design work is to be performed and completed according to the requirements of the Master Agreement between Hays County (the County) and the Texas Department of Transportation (TxDOT) for the Pass Through Financing Program. This project shall be developed in accordance with TxDOT 2004 Standard Specifications.

If requested the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to commencement of any task associated with this Work Authorization and submit it to the County for approval. The MOU shall outline the work, time frame, and level of effort associated with each individual task to ensure that both parties are in agreement as to the magnitude of the task.

Construction Phase Services will include:

**Shop Drawing Review**

Shop drawings requiring review may include, but shall not be limited to, the following items:

- 403 Temporary Shoring
- 441 Steel Structures
- 442 Structural Steel
- 449 Anchor Bolts
- 462 Concrete Box Culverts and Sewers
- 465 Manholes and Inlets
- 471 Frames, Grates, Rings, and Covers
- 610 Roadway Illumination Assemblies
- 624 Ground Boxes
- 634 Plywood Signs
- 636 Aluminum Signs (Type A)
- 637 Aluminum Signs (Type G)
- 639 Revising Guide Sign Messages
- 642 Aluminum Signs (Type O2)
- 644 Small Roadside Sign Assemblies
- 644 Small Roadside Sign Supports

- 644 Large Roadside Sign Supports
- 650 Overhead Sign Supports

Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:

1. Review the drawings for conformity to the plans, specifications and special provisions as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions Taken" with signature, date, and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom. The contractor remains solely responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the information shall be written next to the crossed out information. All redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Corrections as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Re-submit." The drawings must then be re-submitted for a second review.
5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
6. A cover letter will be returned with the reviewed drawings containing:
  - A description of the submittal;
  - The status of the submittal;
  - A listing of sheet numbers and titles reviewed;
  - If the design reviewed was an alternative design, a notation declaring that an alternative design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
  - If the submittal was not accepted without exception, and explanation of the exceptions.

#### **Preparation of Change Orders, Alternate Design or Additional Design Details –**

Prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of construction. 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

**Respond to Questions related to the Plans and Handle Requests for Information (RFI) –**

Respond to questions/RFI related to the plans and specifications as needed throughout the duration of construction. Document each question/RFI in sufficient detail, formulate a response and submit a written version of the response to the County for distribution to all involved parties.

**Attend Meetings –**

Attend meetings as needed to discuss any issues that may arise during the construction duration of the project.

**WORK AUTHORIZATION NO. 2  
EXHIBIT C**

**WORK SCHEDULE**

Project: FM 150  
Limits: IH 35  
To: CR 204  
County: Hays  
Length: 0.7 miles

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The Engineer shall complete the review of all shop drawings within 14 calendar days from the date of its receipt, unless permitted otherwise by Hays County (the County) or its representatives.

If requested, on tasks defined as construction phase services that are not related to shop drawings, a schedule shall be outlined within the Memorandum of Understanding for each of those tasks.

