

**AGENDA ITEM 42**

Consider amending Baker Aicklen original Professional Services Agreement and authorize Work Authorization No. 2 to provide final design engineering for Co. Rd. 175.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To amend the Baker Aicklen original Professional Services Agreement and to approve Work Authorization No. 2 in the amount of \$214,000.00 to provide final design engineering for CR 175.

Vote: 5 – 0

< Attachment >

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**PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Baker-Aicklen & Assoc., Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct new roadways or reconstruct existing roadways as part of the Williamson County Roadway Bond Program;

WHEREAS, *County* desires to obtain professional services for individual roadway improvements (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

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

**Section I  
Employment of the Engineer**

*County* agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

**Section II  
Basic Services of the Engineer**

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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**EXHIBIT I****COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

**SECTION 1 - BASIS FOR COMPENSATION**

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,520,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

**SECTION 3 - WORK AUTHORIZATIONS**

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
  - 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in
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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

#### **SECTION 4 - ADDITIONAL SERVICES**

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$1,520,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

#### **SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
  - 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
  - 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
  - 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
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## 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 Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Baker-Aicklen & Assoc., Inc. (*the "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services: Final Design Engineering  
for County Road 175.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$214,412.00.

**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 the date of final acceptance of the parties hereto and shall terminate on June 1, 2002, unless extended by a Supplemental Work Authorization.

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

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ATTACHMENT A (con't.)

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

ENGINEER:

Baker-Aicklen & Assoc., Inc.

By:   
Signature

A. William Waeltz, P.E.

Printed Name

Branch Manager, Round Rock Office

Title

8/30/01

Date

COUNTY:

Williamson County, Texas

By:   
Signature

John C. Doerfler

Printed Name

County Judge

Title

9-7-01

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

**SCOPE OF SERVICES****COUNTY ROAD 175  
FINAL DESIGN PHASE SERVICE  
(County Road 175)**

1. Review available data and consult with the owner to clarify and define the owner's requirements.
  2. Advise the owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographic surveys, geotechnical investigations and consultations, compilation of hydrological data, traffic studies, materials engineering, assembly of zoning, deed and other restrictive land use information, and environmental assessments and impact statements.
  3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project, County Road 175, and participate in consultations with such authorities.
  4. Provide analyses of owner's needs, planning surveys, and comparative evaluations of prospective alignments and connections to existing roadways.
  5. Interface with adjacent property owners, City of Cedar Park and other engineers, as required.
  6. Prepare alignment and typical cross section studies with input from County, and City of Cedar Park.
    - a. Review the proposed alignment of County Road 175 from its intersection with FM 1431 north approximately 6900 LF to the proposed southwest Williamson County Regional Park entrance and transition back to existing Vista Isle Drive.
    - b. Study the alignment and connection locations of future New Hope Road, Vista Isle Drive and Outer Avenue.
  7. Prepare a Design Report addressing but not limited to the following items:
    - a. Describe the scope of the project.
    - b. Describe the project area relative to existing streets, surrounding land use, existing utilities, and existing drainage.
    - c. Summarize the design criteria to be used in the Final Design relative to:
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had been issued, attending pre-bid conferences, and receiving and processing deposits for bidding documents.

2. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
3. Assist the owner in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
4. Attend the bid opening, prepare bid tabulation sheets, and provide assistance to the owner in evaluation bids or proposals and prepare an Engineer's Recommendation of Award.

#### **CONSTRUCTION PHASE SERVICES** (County Road 175)

1. Prepare and conduct a preconstruction conference and issue a Notice to Proceed on behalf of the owner.
  2. Review shop and erection drawings submitted by the constructors for compliance with design concepts.
  3. Review laboratory, shop, and mill test reports on materials and equipment.
  4. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and the quality of the executed work.
  5. Issue instructions from the owner to the constructors, issue necessary interpretations and clarifications of contract documents, prepare change orders and make recommendations as to the acceptability of the work.
  6. Prepare sketches required to resolve problems due to actual field conditions encountered.
  7. Determine amounts of progress payments due, based on degree of completion of work, and recommend issuance of such payments by the owner.
  8. Prepare record drawings from information submitted by the contractor.
  9. Make a final site visit and report on completion of the project, including recommendations concerning final payments to constructors and release of retained percentages.
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1. Regional Park Project
  2. Alignment
  3. Construction Phasing
  4. Intersections
  5. Driveway Access
- d. Discuss environmental issues such as probable impact, avoidable and unavoidable adverse effects, and additional considerations. Coordinate with County Environmental Consultants.
- e. Discuss regulatory agency requirements.
- f. Discuss acquisition of right-of-way.
8. Perform Detail Design Surveys required for the project.
9. Prepare construction drawings and specifications showing the character and extent of the project based on the accepted preliminary design documents.
10. Prepare detailed Traffic Control Plan.
11. Prepare Traffic Signal Modification Plan.
12. Prepare and furnish to the owner an opinion of probable total project costs based on the final drawing specifications.
13. Furnish the necessary engineering data required to apply for regulatory permits from local, or state authorities, including submittal of a Water Pollution Abatement Plan.
14. Prepare basic documents related to construction contract for review and approval by the owner (and the owner's legal and other advisors). These may include contract agreement forms, general conditions and supplementary conditions, invitations to bid instructions to bidders, insurance and bonding requirements, and preparation of other contract-related documents.
15. Furnish to the owner 10 copies of drawings, specifications, and other contract documents.

**BIDDING OR NEGOTIATING PHASE**  
(County Road 175)

1. Assist the owner in advertising for and obtaining bids for the construction contract, maintaining a record of prospective bidders to who bidding documents
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PROFESSIONAL ENGINEERING FEE CALCULATIONS  
 based on 'Method Related to Construction Costs'  
 PROFESSIONAL ENGINEERING SERVICES  
 A Guide to the Selection and Negotiation Process

1993

A joint publication of the  
 Consulting Engineers Council of Texas  
 and  
 Texas Society of Professional Engineers

COUNTY ROAD 175

TECHNICAL FACTORS

1. Level of information required on plans/drawings	-0.10
2. Project requirements	-0.10
3. Existing data	-0.20

OWNER CONTROLLED FACTORS

1. Risk/liability (base standard of risk limited to fee)	0.00
2. Time required for owner review/approvals	0.00
3. Number of submittals/owner reviews	0.00
4. Schedule for completing work	0.10
5. Payment schedule	0.01
6. Owner requested subconsultants	0.05
7. Owner participation in project/partnering	0.00
8. Construction inspection limiting participation of engineer	0.05

EXTERNAL FACTORS

1. Coordination with other entities	0.00
2. Environmental regulations	0.10
3. 'Not in my back yard'/Citizen's involvement	0.00
4. Governmental constraints	0.00

TOTAL FEE FACTOR -0.09

TOTAL CONSTRUCTION COST	\$1,876,560
FEE PERCENTAGE	10.36
TOTAL FEE	\$194,412

A. WILLIAM WAELTZ, P.E.

CCI - ENR AUGUST 13, 2001 = 3879.41

BASE DESIGN & C.A. FEE : \$194,412.00  
 DETAILED TRAFFIC CONTROL PLAN  
 \$  
 SIGNAL MODIFICATION PLAN \$20,000.00  
 TOTAL FEE PROPOSAL \$214,412.00

**AGENDA ITEM 43**

Consider approving professional services contract for Halff & Associates for utility relocation for the road bond program.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve professional services contract for Halff & Associates for utility relocation for the road bond program.

Vote: 5 – 0

< Attachment >

Contract No. Halff & Associates, Inc Utility Relocation

**Checklist**

**Prior to Initiation of Work**

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
  - ☒ Exhibit A – Services to be provided by County
  - ☒ Exhibit B – Services to be provided by Engineer
  - ☒ Exhibit C – Work Schedule
  - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
  - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
  - ☐ Plans
  - ☐ Maps
  - ☐ Studies
  - ☐ Reports
  - ☐ Field Notes
  - ☐ Statistics
  - ☐ Computations
  - ☐ Other: \_\_\_\_\_
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance
  - ☒ Worker's Compensation
  - ☒ Commercial General Liability Insurance
  - ☒ Automobile Liability Insurance
  - ☒ Professional Liability Errors and Omissions Insurance
  - ☐ Self Insurance Documentation
  - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ☐ Approval of Insurance by County

**Course of Work**

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)