

AGENDA ITEM 17

Consider amending Bury+Partners Professional Services Agreement to increase contract compensation cap.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To amend the Bury+Partners Professional Services Agreement to increase the contract compensation cap by \$5,500.

Vote: 5 - 0

< Attachment >

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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 Bury+Partners, Inc. (*the "Engineer"*).

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

Phase II-Coordination (See Exhibit B)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$5,500.

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 September 30, 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:
BLM + PARTNERS, INC.
By: [Signature]
Signature
JIM KURANT
Printed Name
MANAGING PRINCIPAL
Title
05/22/02
Date

COUNTY:
Williamson County, Texas
By: [Signature]
Signature
John C. Doentler
Printed Name
County Judge
Title
6-4-02
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

EXHIBIT B

Services to be Provided by Engineer

Scope of Services for Analysis of Alternative Drainage Systems for the North Branch of Lake Creek

Phase I: Preliminary Analysis

- 1. Gather information regarding existing drainage features, facilities and watersheds. Williamson County to provide existing drainage studies (hard copy and computer models).*
- 2. Gather information regarding TTA proposed stormwater detention/conveyance system associated with the North Branch of Lake Creek.*
- 3. Review existing studies/proposed facilities to verify accuracy/completeness and check assumptions. Review drainage areas, C-values, calculated discharge rates, times of concentration, existing computer model input and resulting analysis.*
- 4. Perform hydraulic computer modeling/design of 2 alternative systems (TTA proposed pond and upstream regional facility). Existing conditions will be provided by Williamson County via existing drainage studies.*
- 5. Finalize recommendations based on computer models and engineering design.*
- 6. Produce schematic plans including volumes of proposed ponds and sizes of proposed stormwater conveyance systems.*
- 7. Prepare preliminary drainage report including schematic plans and submit to Williamson County for review and comment.*
- 8. Review comments and revise report/schematic plans as applicable.*
- 9. Submit final drainage report with schematic plans.*
- 10. Coordinate meeting with Williamson County to discuss results.*

Phase II: Coordination

- 11. Coordinate meeting with City of Austin to determine possible participation in project.*
- 12. Coordinate meeting with property owners to discuss options on possible coordination*
- 13. Summary presentation to Commissioner's Court.*

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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 \$40,000.
- 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 completion of
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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 \$40,000, 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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AGENDA ITEM 18

Consider setting date for public hearing for posted speed limit on Rabbit Hollow Lane in Georgetown.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To change the speed limit signs to 30 mph until such time as there is a proper traffic study and public hearing.

Dale Rye stated that it would not be necessary to hold a public hearing to change the signs back to the original 30 mph, as there was no recorded public hearing held to change the speed limit to the current 20 mph.

Commissioner Heiligenstein withdrew his motion and Commissioner Boatright withdrew his second.

No further action was taken on this agenda item.

AGENDA ITEM 19

Discuss and take appropriate action on road bond program.

Mike Weaver stated that work is underway on CR 175, and that signal work had been approved by the state for FM 1431 at CR 175.

Mr. Weaver reported that the revised rules for RMAs are scheduled to be available this week. He said that the state wants to approve them by the end of the month, on June 27.

Mr. Weaver stated that the SH 130 contract should be ready in a few weeks, and that a work session has been scheduled for June 25, 2002 at 2:00 p.m. for status reports on all of the road bond projects.

No action was taken on this agenda item.

AGENDA ITEM 20

Discuss and take appropriate action on jail/courthouse annex expansion.

Judge Doerfler stated that the jail/parking garage project is back on schedule. He said that Ed Lee estimated the cost of finishing out the upper floors of the jail would be 3.8 million dollars each, plus furniture, fixtures and equipment.

No action was taken on this agenda item.

AGENDA ITEM 21

Discuss and take appropriate action on financial participation in visionary project.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To participate in the visionary project, with half of the \$50,000 requested for participation to come from this year's budget (Economic Development) and to provide for the other half out of the FY 2002/2003 budget.

Vote: 3 – 2 – 0. Judge Doerfler and Commissioner Limmer voted against the motion.

AGENDA ITEM 22

Discuss and take appropriate action on canceling court meeting on June 18, 2002.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To cancel the June 18, 2002 meeting.

Vote: 5 - 0