

AGENDA ITEM 20

Consider amending Pate Engineering Professional Services Agreement to increase compensation cap.

Mike Weaver stated that the amendment covers extra work on CR 119 for the Hutto bypass.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve amendment of the Pate Engineering professional services agreement to increase the compensation cap to \$1,000,000 from \$700,000.

Vote: 3 - 0. **Commissioner Heiligenstein** was absent from the dais.

< Attachment >

M e m o r a n d u m

To: Jane Tableriou
From: Mike Weaver
Prime Strategies, Inc.
Regarding: Pate Engineers Compensation Cap
Date: August 7, 2002

On Tuesday, August, 6, 2002, the Commissioner's Court of Williamson County approved an increase in Pate Engineers' Compensation Cap from \$700,000 to \$1,000,000. Attached to this memo you will find the original Page 1 from Pate Engineers' contract and the new page showing Pate Engineers' Compensation Cap at \$1,000,000.

P:\Prime Strategies Data\Projects\memo.wpd

*approved 8-6-02
John C. Doerfler*

Contract No. _____

1 of 27 Pages

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 Pate Engineers, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct roadway and drainage improvements;

WHEREAS, *County* desires to obtain professional services for miscellaneous county roads (*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.
-

Contract No. _____

16 of 29 Pages

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 \$1,000,000, 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*.
-

AGENDA ITEM 21

Consider approval of Addendum #9 - Additional Services for Cedar Breaks.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Addendum #9 for PBS&J, as needed, not to exceed \$105,690 for additional services for Cedar Breaks.

Vote: 4 - 0

< Attachment >

Scope of Services

Exhibit B

Cedar Breaks Road Addendum #9

Construction Phase Services

Project Number: WC 1055

Williamson County

PROJECT DESCRIPTION: Grading, Structures, Base & Surfacing

Project Classification: New Location

EXHIBIT B

Services to be provided by the Engineer

This addendum covers work required for completing construction phase services. These services do not include "Construction Inspection" or "Construction Observation". The "Construction Observer" for the project, John Roberts, P.E. of Kellogg, Brown & Root, contracted by the County will be the main point of contact.

Task 9: Construction Phase Services

- A. Respond to Requests for Information (RFI's) from Contractor (Assume 10)
 - 1. Discuss RFI with Construction Inspector
 - 2. Develop written response and supporting documentation (i.e. copies of redlined plan sheets, design calculations, etc.) and submit to Construction Inspector for processing
- B. Change Orders (Assume 5)
 - 1. Site visits with Construction Inspector and/or Contractor (5)
 - 2. Revisions to plan sheets (assume 4 sheets per change order+beam revisions (30 sheets))
 - 3. Follow up meetings with Construction Inspector and/or Contractor (5)
 - 4. Shop Drawing Reviews (Assume 10)
- C. Utility pothole survey (Assume 20 potholes)
 - 1. Surveyor will tie horizontal and vertical locations of potholes provided by utility companies into the existing D.B. Wood survey
 - 2. Roadway design team input pothole survey information into plan & profile sheets and design cross sections
- D. ROW Staking (North of North Fork San Gabriel to FM 2338)
 - 1. Set 48" Lathes at 100-foot intervals along left and right ROW line within above stated limits
 - 2. Note: This covers setting the Lathes once prior to the start of construction for purpose of constructing fence lines. Any restaking of the ROW during construction will be considered additional work.

approved 8-6-02
John C. Doerfler