

**AGENDA ITEM 27**

Discuss and take appropriate action on guaranteed maximum price on East Williamson County Special Events Center, phase 1.

Bob Space from the auditor's office addressed the court regarding concerns he had regarding taking action on this agenda item. He stated that the bid packet was very specific on the guaranteed maximum price of \$3,000,000.00. Any vote on this agenda item would constitute a change order to the \$3,000,000.00. In addition, he felt that further evaluation is needed in that the construction manager on the job is recommending himself on 3 of the detailed items which amount to approximate one-third of the project. Lastly, the bid packet did not include multiple phases and to all fairness to the 7 participants who bid on the project, if there are further phases they would need to be bid out if it exceeds 25% of the original bid.

**Commissioner Limmer** requested to table this item and meet later in the week regarding these issues.

**AGENDA ITEM 28**

Discuss and take appropriate action on 2003 Capital Metro BGA projects.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the professional services agreement with Jay Engineering Company, Inc. for 2003 Capital Metro BGA projects in the amount of \$15,400, and a separate fee of \$12,800 for the El Salido resurfacing.

Vote: 4 - 0

<Attachment>

**JAY ENGINEERING COMPANY, INC.**

P.O. Box 1220 (512) 259-3882  
Leander, TX 78646 Fax 259-8016

May 19, 2003

Hon. Greg Boatright, Commissioner  
Williamson County Precinct Two  
350 Discovery Blvd., Suite 201  
Cedar Park, Texas 78613

RE: 2003 Capital Metro BGA, and  
El Salido Pkwy. Resurfacing Projects

Dear Commissioner Boatright:

Enclosed for your review are two (2) copies of each professional services agreement, for design and construction phase services on the two (2) referenced projects. These are submitted separately to facilitate your budgeting and decision process.

Fees were calculated using the TSPE/ACEC computer program, based on appropriate construction values and project complexities. With a scope of services developed to cover the work, we propose a fee of \$15,400 for the 2003 BGA work, and a separate fee of \$12,800 for the El Salido resurfacing. You can accept either or both agreements once your budget is established.

If you agree the fees and scope are acceptable, please sign the respective Professional Service Agreement originals and return one (1) of each to this office. The signed agreement(s) will serve as our notice to proceed.

Thank you for the continued opportunity to be of service.

Sincerely,



Frederick A. Jay, P.E.  
FAJ/s

Enclosures

pn: 118-013-20  
118-014-20

**GREG BOATRIGHT**  
County Commissioner  
Precinct 2, Williamson County



350 Discovery Blvd., Suite 201  
Cedar Park, TX 78613  
(512) 260-4280  
FAX (512) 260-4284

April 7, 2003

Mr. King Kaul  
Project Manager, BGA Program  
Capital Metropolitan Transportation Authority  
2910 East Fifth Street  
Austin, TX 78702

RE: 2002 Paving and Sidewalk Improvements Project

Dear Mr. Kaul,

I am writing this letter to request the refund from the ¼-cent tax in the amount of \$17,231.00 plus the additional \$12,000.00 of BGA contingency funds that Mr. Frank Phelan of Jay Engineering Company, Inc. informed me could be added to the 2002 Paving and Sidewalk Improvement Project budget. I have enclosed a copy of the letter for your reference.

The check can be made payable to Williamson County – Precinct #2. The 2002 BGA Project has been successfully completed and I look forward to another successful project in 2003.

If you have any questions, please call. Thanks in advance for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Boatright", is written over a horizontal line.

Greg Boatright  
County Commissioner – Prct. #2

CC: Jay Engineering Company, Inc.



**CAPITAL  
METRO**

November 1, 2002

Capital Metropolitan Transportation Authority

2910 East Fifth Street, Austin, Texas 78702 • (512) 389-7400 • FAX (512) 389-1283

The Honorable Greg Boatright  
Commissioner, Williamson County - Pct. # 2  
350 Discovery Blvd., Suite 201  
Cedar Park, Texas 78613

*Fax: 254-836 (Cedar Park)*

RE: BGA projects ~ Approval of List of Projects for BGA, FY-2003

Dear Commissioner Boatright:

Please refer to your letter dated July 12, 02, asking for the approval of project list for FY 2003 BGA funding. Capital Metro Board has approved the project list and an amount of \$59,446.50 is hereby released to you as first installment of payment. The approved project list shown below:

**Street Resurfacing**

- Aloe Vera Cove, from Aloe Vera Trail to end
- Aloe Vera Trail, from El Salido Parkway to Quarter Horse Trail
- Birchbark Trail, from Tanglebriar Trail to El Salido Parkway
- Bobcat Trail, from Quarterhorse Trail to Tanglebriar Trail
- Bristle Oak Trail, from Anderson Mill Road to Lake Creek Parkway
- Broad Leaf Cove, from Aloe Vera Trail to end
- Fencepost Trail, from Anderson Mill Road to El Salido Parkway
- Jack Rabbit Trail, from Bristle Oak Trail to Hardwood Trail
- Morning Glory Trail, from Star View Trail to El Salido Parkway
- Prairie Dog Trail, from Bristle Oak Trail to Hardwood Trail
- Quarterhorse Trail, from Tanglebriar Trail to Tanglebriar Trail
- Show Barn Cove, from Tanglebriar Trail to end
- Songbird Cove, from Hardwood Trail to end
- Star View Trail, from Anderson Mill Road to El Salido Parkway
- Sweetwater Cove, from Sweetwater Trail to end
- Sweetwater Trail, from Morning Glory Trail to El Salido Parkway
- Tanglebriar Trail, from Fence Post Trail to El Salido Parkway
- Wander Lane, from Amethyst Trail to El Salido Parkway

If you have any questions, please call me at 369-6037.

Sincerely,

King Kaul, P.E.  
Program Manager

## PROFESSIONAL SERVICES AGREEMENT

THE COUNTY OF WILLIAMSON, State Of Texas, as CLIENT engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignment described as follows:

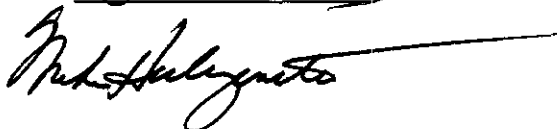
**2003 BGA TRANSIT IMPROVEMENTS** for Precinct 2, Williamson County, Texas. See attached SCOPE OF SERVICES.

- I. **SERVICES:** ENGINEER agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
  - A. **BASIC SERVICES:**  
See attached SCOPE OF SERVICES.
  - B. **ADDITIONAL SERVICES:** All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:
    1. Travel and subsistence to points other than ENGINEER'S, or CLIENT'S offices and project site.
    2. Copies of final reports, studies, drawings and other data excess of one (1) set.
    3. Revisions to approved reports, studies, drawings and other data.
    4. Other Services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Engineering practice.
- II. **COMPENSATION:** CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.
  - A. **BASIC SERVICES:** Compensation will be on a lump-sum basis for: **\$15,400.00**
  - B. **ADDITIONAL SERVICES:** ENGINEER'S compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below):
    1. **HOURLY CHARGE:** Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing. The current STANDARD RATE SCHEDULE effective January 1, 2003 is attached.
    2. **REIMBURSABLE EXPENSES:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and other similar items. Such expenses shall be reimbursed at the following rates:
      - a. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
      - b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
      - c. All others: actual cost to ENGINEER plus 10% service charge.
- III. **PAYMENTS:** ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Additional Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each invoice, upon receipt. A charge of 1.5% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. **INSURANCE:** ENGINEER agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- V. **LIABILITY LIMITATION:** ENGINEER shall have no liability to CLIENT or to others for any reasons beyond warranty of the use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall ENGINEER'S liability exceed amount of the total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VI. **TERMINATION:**
  - A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this agreement, except as specified in paragraph VI.B below.
  - B. **COMPENSATION OF TERMINATION:** On Termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified in paragraph II.B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- VII. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators and all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- VIII. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:  
  
The attached SCOPE OF SERVICES forms a part of this Agreement.
- IX. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- X. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

WILLIAMSON COUNTY PRECINCT TWO

By: 

Date: 6-2-03



JAY ENGINEERING COMPANY, INC.

By: 

Date: 5/19/03

## SCOPE OF SERVICES

### PROFESSIONAL SERVICES AGREEMENT

#### 2003 BGA TRANSIT IMPROVEMENTS

#### WILLIAMSON COUNTY PRECINCT TWO

The scope of services of the attached Professional Services Agreement shall be as follows:

1. Assemble U.S. Geological Survey quadrangle maps, subdivision plats, right-of-way maps, and other graphic aids available for the work sites.
  2. Determine site-specific and general requirements for construction of the project, including permitting of the proposed construction by the appropriate regulatory agencies, as applicable.
  3. Perform limited topographical surveys as required on sites with apparent drainage-related pavement problems, to enable design of site-specific paving improvements.
  4. Prepare plans in detail sufficient for construction of the proposed improvements and inspection by Owner.
  5. Furnish to the Owner engineering data and documents so that the Owner may secure approval from other governmental authorities having jurisdiction over the Project.
  6. Advise the Owner of any adjustments to any previous Engineer's opinion of project cost.
  7. At the Owner's request, assist the Owner's legal counsel in connection with his review of the work prepared by Engineer for its legally related aspects.
  8. Advise and consult with the Owner during the course of performance of all services described, inform Owner of progress and need for decision or financing as such needs may arise.
  9. Make recommendations as to the Owner's pursuit of construction of the improvements.
  10. Make occasional visits to the sites of the work during construction to observe the overall progress of the work and check for general compliance with the construction documents.
  11. Review Contractor's estimates of progress and payment due and make recommendations to Owner on payment of same.
  12. Conduct final inspections at each of the sites at the completion of construction to determine general compliance of construction with the documents prepared by him, and if in compliance, certify such to Owner.
  13. Act as the Owner's representative with duties and responsibilities and limitations as described above.
-

## EXHIBIT A

STANDARD RATE SCHEDULE

JAY ENGINEERING COMPANY, INC.

EFFECTIVE JANUARY 1, 2003

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>	<u>RATE</u>
Principal Engineer	Priority Consulting, Advisory, Regulatory Agency Representation	\$115.00 per Hour
Senior Engineer	Project Management, Design, and Supervision/Coordination	\$85.00 per Hour
Engineer/ Sr. Designer	Detailed Designs, Cost Estimates	\$70.00 per Hour
Engineering Tech./Designer	Engineering/Surveying/CAD Work	\$52.00 per Hour
Drafting Technician	Mapping, Design Drawings, Production	\$42.00 per Hour
Secretary	Word Processing, Document Production	\$35.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates
Surveying Services:		
	Registered Surveyor	\$85.00 per Hour
	2-Man Survey Party	\$98.00 per Hour
	3-Man Survey Party	\$115.00 per Hour
Unclassified Labor		2.2 X Salary Cost
Other Services	As agreed prior to work performance	
<u>Expenses</u>		
Travel Mileage - Passenger Vehicles		\$0.38 per Mile
Photostatic Copies		\$0.10 per Copy
Printing and Reproduction		Commercial Rates
Subsistence for Overnight Stays		\$85.00 per Day
Other Direct Expenses and Materials		Cost plus 15%

Jbecc

## PROFESSIONAL SERVICES AGREEMENT

THE COUNTY OF WILLIAMSON, State Of Texas, as CLIENT engages Jay Engineering Company, Inc. as ENGINEER to perform professional services for the assignment described as follows:

**EL SALIDO PARKWAY RESURFACING IMPROVEMENTS** for Precinct 2, Williamson County, Texas. See attached SCOPE OF SERVICES.

- I. **SERVICES:** ENGINEER agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
  - A. **BASIC SERVICES:**  
See attached SCOPE OF SERVICES.
  - B. **ADDITIONAL SERVICES:** All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:
    1. Travel and subsistence to points other than ENGINEER'S, or CLIENT'S offices and project site.
    2. Copies of final reports, studies, drawings and other data excess of one (1) set.
    3. Revisions to approved reports, studies, drawings and other data.
    4. Other Services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Engineering practice.
- II. **COMPENSATION:** CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.
  - A. **BASIC SERVICES:** Compensation will be on a lump-sum basis for: **\$12,800.00**
  - B. **ADDITIONAL SERVICES:** ENGINEER'S compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below):
    1. **HOURLY CHARGE:** Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing. The current STANDARD RATE SCHEDULE effective January 1, 2003 is attached.
    2. **REIMBURSABLE EXPENSES:** Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and other similar items. Such expenses shall be reimbursed at the following rates:
      - a. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates.
      - b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
      - c. All others: actual cost to ENGINEER plus 10% service charge.
- III. **PAYMENTS:** ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Additional Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Williamson County, Texas, the full amount of each invoice, upon receipt. A charge of 1.5% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.
- IV. **INSURANCE:** ENGINEER agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- V. **LIABILITY LIMITATION:** ENGINEER shall have no liability to CLIENT or to others for any reasons beyond warranty of the use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall ENGINEER'S liability exceed amount of the total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VI. **TERMINATION:**
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  - B. **COMPENSATION OF TERMINATION:** On Termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified in paragraph II.B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).
- VII. **SUCCESSORS AND ASSIGNS:** CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators and all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- VIII. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:  
  
The attached SCOPE OF SERVICES forms a part of this Agreement.
- IX. **INVALIDATION:** If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- X. **MODIFICATIONS:** No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

WILLIAMSON COUNTY PRECINCT TWO

JAY ENGINEERING COMPANY, INC.

By: By: Date: 6/10/03Date: 5/29/03



## SCOPE OF SERVICES

### PROFESSIONAL SERVICES AGREEMENT

#### EL SALIDO PARKWAY IMPROVEMENTS

#### WILLIAMSON COUNTY PRECINCT TWO

The scope of services of the attached Professional Services Agreement shall be as follows:

1. Assemble topo maps, subdivision plats, right-of-way maps, and other graphic aids available for the work site.
  2. Determine site-specific and general requirements for construction of the project, including permitting of the proposed construction by the appropriate regulatory agencies, as applicable.
  3. Prepare plans in detail sufficient for construction of the proposed improvements and inspection by Owner.
  4. Advise the Owner of any adjustments to any previous Engineer's opinion of project cost.
  5. At the Owner's request, assist the Owner's legal counsel in connection with his review of the work prepared by Engineer for its legally related aspects.
  6. Advise and consult with the Owner during the course of performance of all services described, inform Owner of progress and need for decision or financing as such needs may arise.
  7. Make recommendations as to the Owner's pursuit of construction of the improvements.
  8. Make occasional visits to the sites of the work during construction to observe the overall progress of the work and check for general compliance with the construction documents.
  9. Review Contractor's estimates of progress and payment due and make recommendations to Owner on payment of same.
  10. Conduct final inspections at each of the sites at the completion of construction to determine general compliance of construction with the documents prepared by him, and if in compliance, certify such to Owner.
  11. Act as the Owner's representative with duties and responsibilities and limitations as described above.
-

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EFFECTIVE JANUARY 1, 2003

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>	<u>RATE</u>
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Engineer/ Sr. Designer	Detailed Designs, Cost Estimates	\$70.00 per Hour
Engineering Tech./Designer	Engineering/Surveying/CAD Work	\$52.00 per Hour
Drafting Technician	Mapping, Design Drawings, Production	\$42.00 per Hour
Secretary	Word Processing, Document Production	\$35.00 per Hour
Testimony	Expert Witness, Deposition	2.0 X Rates
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	Registered Surveyor	\$85.00 per Hour
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Unclassified Labor		2.2 X Salary Cost
Other Services	As agreed prior to work performance	
<u>Expenses</u>		
Travel Mileage - Passenger Vehicles		\$0.38 per Mile
Photostatic Copies		\$0.10 per Copy
Printing and Reproduction		Commercial Rates
Subsistence for Overnight Stays		\$85.00 per Day
Other Direct Expenses and Materials		Cost plus 15%

Jbeo

**AGENDA ITEM 29**

Discuss and take appropriate action on Work Authorization #2 for Parmer Lane.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Work Authorization #2 for Parmer Lane in the amount of \$96,000.00 to Haynie Consulting, Inc.

Vote: 4 - 0

<Attachment>



HAYNIE CONSULTING, INC.  
CIVIL ENGINEERS AND LAND SURVEYORS

May 28, 2003

Mr. Mike Weaver  
Prime Strategies  
1508 South Lamar  
Austin, Texas 78704

**RE: Williamson County Road Projects  
Additional Services, Work Authorization # 2  
Parmer Lane Construction Observation**

Dear Mr. Weaver,

We have been requested by the County Commissioner to provide inspection services for Parmer Lane.

Please consider the attached Work Authorization No. 2. Should you have any questions or need additional information, please feel free to call me at 512-837-2446, extension 208.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Haynie".

Timothy E. Haynie, P.E., R.F.L.S.  
Professional Engineer (Civil) License No. 36982  
Haynie Consulting, Inc.