



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. 4400000018, (HTE No. 07AE0019JW), HNTB Corp for Frate-Barker Road Improvements.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for roadway improvements for approximately 1.3 miles of Frate-Barker Road following approximately the existing alignment from Manchaca Road to Brodie Lane, which will involve converting the existing two-lane rural roadway to a four-lane minor arterial with a continuous left turn lane. Also included will be detention and water quality control features.
- This Change Order number five (5) is for Additional Services as a result of comments received from federal agencies during their review for Travis County's environmental assessment to be approved by FHWA. Additionally, updates and revisions to the plans made necessary by additional developments within the proposed project limits since the current state of the construction plans were developed over the last four years are included with these additional services. This modification will increase the contract amount by \$156,864.00, from \$824,035.24 to \$980,899.54, and the aggregate change order amount results in a 20.77% increase of the original contract amount.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

- Modification 4 increased the contract amount by \$10,312.50 for additional design services. Such design services were for additional survey services due to the environmental clearance process being extended.
- Modification 3 increased the contract amount by \$1,528.65 for additional design services. Such design services were for additional karst survey services and biological assessment services.
- Modification 2 removed the 6.14% DBE goal as it should not have been assigned, rather it was determined that this project would be Race-Neutral DBE Participation, with a 0.00% goal. Travis County continues to track progress towards the HUB program goals/sub-goals, in which HNTB exceeded such goals/sub-goals with a calculated 20.4% of contract amount to be subcontracted with certified HUBs.
- Modification 1 modified Attachment J Insurance Requirements of the contract.
- **Contract Expenditures:** Within the last 12 months \$31,728.44 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$812,194.39
 - Contract Type: A/E
 - Contract Period: Through completion
- **Contract Modification Information:**
 - Modification Amount: \$156,864.00
 - Modification Type: A/E
 - Modification Period: Through completion
- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:
- **Special Contract Considerations: N/A**

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- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Shopping Cart(s)/Funds Reservation in SAP: 300000180
- Fund Center(s): 1490190001; 1498000001
- Comments:

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Improvements

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 7, 2012
ISSUED TO: HNTB Corporation 301 Congress Avenue, Suite 600 Austin, TX 78701	MODIFICATION NO.: <p style="text-align: center;">5</p>	EXECUTED DATE OF ORIGINAL CONTRACT: August 21, 2007

ORIGINAL CONTRACT TERM DATES: 8/21/07 - through project completion **CURRENT CONTRACT TERM DATES:** 8/21/07 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$812,194.39 Current Modified Amount \$980,899.54.

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

A. The additional Work Product 2, 3, and 4 Services, as outlined in Contractor's Supplemental Agreement 03, attached hereto and made a part hereof, are hereby added to the contract. As a result of these additional Work Product 2, 3, and 4 Services, contract Basic Services pricing is adjusted as follows:

1. Reference ATTACHMENT A, SECTION 1:

- a. Paragraph 1.1: The Basic Services sum is changed from \$542,961.50 to \$697,470.50, an increase of \$154,509.00.
- b. Paragraph 1.3: (ii) Work Product 2 (30% Design) is changed from \$240,894.00 to \$288,432.00, an increase of \$47,538.00.
- c. Paragraph 1.3: (iii) Work Product 3 (60% Design) is changed from \$103,965.00 to \$120,856.00, an increase of \$16,891.00.
- d. Paragraph 1.3: (iv) Work Product 4 (100% Design) is changed from \$37,742.50 to \$127,822.50, an increase of \$90,080.00.

B. Reference ATTACHMENT A, SECTION 4 - REIMBURSABLE EXPENSES, 4.1:

REIMBURSABLES TOTAL NOT TO EXCEED is changed from Two Hundred Eighty One Thousand, Seventy Four and Four cents (\$281,074.04) to Two Hundred Eighty Three Thousand, Four Hundred Twenty Nine and Four cents (\$283,429.04), an increase of \$2,355.00.

C. Reference ATTACHMENT A, SECTION 5 - TOTAL AGREEMENT SUM. The Total Agreement Sum is changed from an NTE amount of \$824,035.54 (\$542,961.50 Basic Services, and NTE amount of \$281,074.04 Reimbursable Expenses) to an NTE amount of \$980,899.54 (\$697,470.50 Basic Services, and NTE amount of \$283,429.04 Reimbursable Expenses) an increase of \$156,864.00.

D. The Contract Scope of Services is modified to include the performance by Engineer of the additional Work Product 2, 3, and 4 Services as outlined in Contractor's Scope of Services (Attachment A of Supplemental Agreement 03).

Note to Vendor:

- [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: HNTB CORPORATION

BY: [Signature]
SIGNATURE

BY: GLENN G. GREGORY, JR., P.E.
PRINT NAME

TITLE: VICE PRESIDENT
ITS DULY AUTHORIZED AGENT

DBA
 CORPORATION
 OTHER

DATE:
9/12/12

TRAVIS COUNTY, TEXAS

BY: [Signature]
 CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

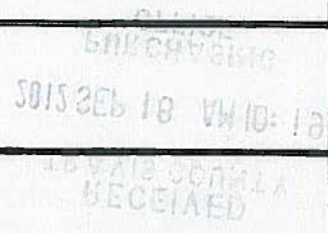
DATE:

TRAVIS COUNTY, TEXAS

BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE



DATE:



Frate Barker Road Improvements
Contract No. 07AE0019JW

43508 Supplemental Agreement 03

ATTACHMENT A

SUPPLEMENTAL SCOPE OF SERVICES 03

SERVICES TO BE PROVIDED BY THE CONSULTANT

INTRODUCTION

The County requires additional services from the Consultant to project including additional project management, environmental assessment tasks, and drainage design tasks due to the extended environmental clearance process.

WORK PRODUCTS 2 AND 3

ENVIRONMENTAL ASSESSMENT

Noise Analysis – The CONSULTANT shall perform noise analysis for one additional alignment (two alignments included in original scope of work).

Historic Resources Survey – The CONSULTANT shall revise the Historical Resources Survey to reflect the new guidance from TxDOT Environmental Affairs that was not available until after the preliminary submittal to TxDOT.

Indirect and Cumulative Impacts – The CONSULTANT shall revise the Indirect and Cumulative Impacts statement to reflect new guidance from TxDOT Environmental Affairs that was not available until after the preliminary submittal to TxDOT.

Revisions to Environmental Assessment – The CONSULTANT shall prepare four additional submittals/ revisions of the Environmental Assessment (four submittals were included in the original scope four additional have been required by the resource agencies for a total of eight submittals). Two of the additional submittals were required due to revised guidance from TxDOT relating to the impacts effects for USFWS processing.

Public Notice – The CONSULTANT shall prepare and arrange to publish one additional public notice as required by FHWA upon incorporation of the public hearing notes into the Environmental Assessment Document. This is a new requirement from FHWA that was not included in the original scope of services.

PROJECT MANAGEMENT

Project Management and Coordination – the Consultant shall manage activities associated with the project. Establishment of the project schedules and channels of communication will be included in this task. Communications associated with the project will be directly channeled through the CONSULTANT for distribution to the project team as appropriate.

The CONSULTANT will meet with the designated County Project Manager, TxDOT Project Manager, and City of Austin Project Manager to report on progress and to ensure all components of the project are proceeding in compliance with the scope of services and

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according to the project schedule. The purpose of these meetings is to evaluate the project status, determine necessary adjustments to the project work plan and schedule, and plan upcoming events and to discuss and resolve project technical issues. The CONSULTANT will prepare minutes of each meeting and circulate to all attendees.

General Administration – Perform general administration duties required to maintain the project
These duties include:

- Coordination with subconsultants: Prepare and execute contracts with subconsultants, monitor subconsultant activities (staff and schedule), and review and process subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report and invoices.
- Preparation of monthly progress reports and invoices: The invoice content and format will be in accordance with the specified County criteria. Monthly progress reports will include:
 - Activities during the reporting period
 - Overall status of the project
- Record keeping and file management
- Data management and file transfers for required elements of the project
- All plans, including electronic files, shall be turned over to the County at project's completion/contract close-out
- Quality Control/Quality Assurance.

This supplement includes the continuation of the above tasks as defined in the master agreement for the extended duration of the contract. Specifically, this supplement includes 25 additional months of Project Management efforts (meetings and coordination with the County and TxDOT) for Work Product 2 (5 months anticipated/contracted, 30 months actual duration) and 14 additional months of Project Management efforts (meetings and coordination with the County and TxDOT) for Work Product 3 (3 months anticipated/contracted, 17 months actual duration to date). This scope includes project management for actual efforts during this time frame only.

WORK PRODUCT 4

The CONSULTANT shall prepare an interim submittal at the 90% design phase providing 90% design level plans, specifications, estimates, and quantities for review by Travis County and TxDOT. (Projected time for completion of Work Product 4 will be 60 calendar days from NTP for the 90% submittal and 30 days from receipt of Travis County and TxDOT comments for preparation of the final plans and specifications as defined in the master agreement.) This supplemental work authorization includes continuation of tasks from work products 1 through 4 to address comments and prepare the additional submittal. (Original contract scope did not include a 90% submittal phase.)

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Quality Control/Quality Assurance

ROADWAY DESIGN

Drainage Design –

- Hydrologic Design
 - The CONSULTANT shall update the Hydrologic Design as outlined in the master contract to account for changes in development adjacent to the project area that have effected drainage areas and eliminated one outlet point that was included in the previous design.
 - Re-evaluation of drainage area for box culverts located on the branch of Bear Creek per City of Austin comments and recommendations.
- Hydraulic Design
 - The CONSULTANT shall update the Hydraulic Design as outlined in the master contract to account for changes in development adjacent to the project area. These updates include the redesign of the center drainage area (Inlets C-1 through C-8) that was proposed to outlet to an existing drainage course on the south side of the road at Station 145+46. Since the design has been completed, a site development has been constructed on the site and modified the drainage pattern, requiring redesign of this section of the storm sewer.
 - Additional Design for box culverts on the branch of Bear Creek associated with City of Austin comments and recommendations.

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DELIVERABLE

The CONSULTANT shall prepare an interim submittal at the 90% design phase providing 90% design level plans, specifications, estimates, and quantities for review by Travis County and TxDOT.