



## Travis County Commissioners Court Agenda Request

**Meeting Date:** December 17, 2013

**Prepared By/Phone Number:** J. Lee Perry; Marvin Brice, CPPB/49700

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 3 to Contract No. 4400000114, Klotz Associates, for Bee Creek Road Design Project.**

- **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.
- The Bee Creek Road project is an existing 1.4 mile two-lane roadway that will be improved and expanded to a four-lane divided roadway from State Highway 71 to the southernmost traffic circle on Highland Blvd. The two-lane shoulder section improvements will continue northwesterly approximately 1000' and connect to existing Bee Creek Road. The design includes bike lanes, sidewalks, raised median, curb/gutter along with drainage/water quality infrastructures.
- TNR requests the approval of Change Order number three (3) for the above contract. This Change Order is for Construction Phase Services, the amount of which was undetermined at contract award. This change order, in the amount \$65,617.00, establishes Construction Phase Services costs, and increases the contract amount from \$650,476.00 to \$716,093.00.
- Change Order number two (2) was for additional easements and an additional archeological survey. This change order was in the amount of \$20,149.50 and increased the contract amount from \$629,984.50 to \$650,476.00.
- Change Order number one (1) was for compensation for additional Design Services (layouts/designs) related to extending a retaining wall from 200 linear feet to 4000 linear feet. This change order was in the amount of \$20,491.50 and increased the contract amount from \$567,949.50 to \$629,984.50.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract Expenditures:** Within the last 12 months \$151,442.36 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$567,949.50

Contract Type: Professional Services

Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$65,617.00

Modification Type: Construction

Modification Period: Through Completion

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

SAP Shopping Cart #: 300000648

Funding Account(s):

Comments:

**TRANSPORTATION AND NATURAL RESOURCES**

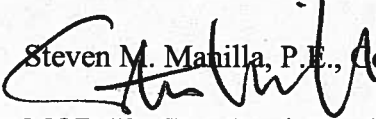
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

November 18, 2013

**MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent  
**FROM:**  Steven M. Manilla, P.E., County Executive  
**Subject:** MOD #3 - Bee Creek Road Improvements  
RFQ# Q110115-LP  
Professional Services Agreement with Klotz Associates

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact Tony Valdez, P.E., Project Manager at ext. 4-7567 or myself at ext. 4-9429 if you have any questions or need additional information.

**Proposed Motion:** Consider and take appropriate action on TNR's request for the modification of a Professional Services Agreement with Klotz Associates for providing construction phase services.

**Summary and Staff Recommendations:**

This road widening project will include construction of Mechanically Stabilized Earth (MSE) retaining walls, storm drain improvements, water quality features, and signal improvements. Also, included in the project is a 12-inch waterline (designed by others) to bring service from the source at Highland Blvd to the new Lake Travis Middle School along the west side of the Bee Creek Road. The amount of this contract modification is \$65,617. Klotz Associates will assist in reviewing complicated submittals, field monitoring of MSE wall construction, reviewing contractor's change requests, reviewing construction quantities and pay requests, preparing substantial completion punch list, preparation of record drawings, and acceptance of the project.

**Budgetary and Fiscal Impact:**

Funds for this contract modification have been reserved under the following FRD.

Funds Reservation	300000648	IO/WBS	RDCN14900000808
Fund	4083	Amount:	\$65,617.00
Funda Center	1490190000		
G/L Account	522040		

**Issues and Opportunities:**

This project will realign Bee Creek Road to improve sharp curves and connect to existing Highland Blvd. This project will also improve existing 2-lane road to a 4-lane arterial. A new middle school located adjacent to this road improvement is scheduled to open in August 2014.

**Attachment:**

Construction Phase Services Proposal

CC: Cyd Grimes, Purchasing Agent  
Steve Sun, P.E., TNR Assistant Public Works Director  
Tony Valdez, P.E., Project Manager, TNR  
Isabelle Lopez, Donna Williams-Jones, Tawana Gardner, TNR Financial Services  
Lee Perry, Purchasing Buyer

**MODIFICATION OF CONTRACT NUMBER: 4400000114 BEE CREEK RD. DESIGN PAGE 1 OF 4 PAGES**

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: J. Lee Perry TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: December 2, 2013
ISSUED TO: Klotz Associates Attn: John Friedman 901 South MoPac Expressway Bldg. V, Suite 220 Austin, Texas 78746	MODIFICATION NO.:  3	EXECUTED DATE OF ORIGINAL CONTRACT:  October 25, 2011

ORIGINAL CONTRACT TERM DATES: October 25, 2011 – Through Completion      CURRENT CONTRACT TERM DATES: October 25, 2011 – Through Completion

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$567,949.50      Current Modified Amount \$716,093.00

**DESCRIPTION OF CHANGES:** The above referenced contract is modified to reflect the changes as set forth below:

- A. Reference Exhibit I, Section 1, "Compensation for Basic Services." Paragraph 1.1. The fixed fee for basic services is changed from \$644,776.00 (as amended by modification No. 2, dated January 18, 2013), to \$710,193.00, an increase of \$65,417.00. As a result the *Construction Phase* is changed as follows:
  - 1. (ii) Construction Phase is changed from \$TBD (\$0.00) to \$65,417.00, an increase of \$65,417.00.
- B. The *Construction Phase* services have been added as outlined in the attached (Attachment I) Scope of Services and shall be added to the contract.
- C. Reference Exhibit 1, Section 4, Reimbursables Total Not-to-Exceed amount is changed from \$5,700.00 (as amended by modification No. 1, dated May 14, 2012) to \$5,900.00, an increase of \$200.00.
- D. Reference Exhibit 1, Section 5, Total Agreement Sum, is changed from **\$650,476.00** (\$644,776.00 Basic Services, and NTE \$5,700.00 Reimbursable Expenses) to **\$716,093.00** (\$710,193.00 Basic Services, and NTE \$5,900.00 Reimbursable Expenses), an increase of **\$65,617.00**.

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.

**Note to Vendor:**

[XXX] 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: <u>Klotz Associates, Inc</u>	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Scott Dukette</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS BY: <u>Bonnie Floyd</u> CYD V. GRIMES, C.P.M. TRAVIS COUNTY PURCHASING AGENT	DATE: <u>12-3-13</u>
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TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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CONSTRUCTION PHASE SERVICES FOR  
TRAVIS COUNTY BEE CREEK ROAD  
TRAVIS COUNTY CONTRACT NUMBER 440000114  
KLOTZ ASSOCIATES PROJECT NUMBER 0513.006.000

October 28, 2013

1. Project Data

1.1. Project Title: Travis County Bee Creek Road – Construction Phase Services

1.1.1. Description: Klotz Associates was selected by Travis County to prepare the Plans, Specifications and Estimate for the construction of Bee Creek Road from Highland Boulevard to State Highway 71. The one mile widening project will include the construction of Mechanically Stabilized Earth retaining walls, storm drain improvements, water quality features and signal improvements. Also included in the project is a 12-inch waterline (designed by others) to bring service from the source at State Highway 71 to the new Lake Travis Middle School along the west side of the Bee Creek Road Improvements.

1.1.2. Objective: The Klotz Associates team will provide construction phase services for the improvements described above. It is anticipated that the construction will begin in September 2013 and run through November 2014 (approximately 14 months).

1.1.3. Assumptions: The following assumptions were used in the preparation of this scope.

- The proposal does not include professional services for Change Orders due to unforeseen circumstances or City/County/TxDOT preferences. A scope and fee shall be negotiated prior to beginning work on any such change orders.
- Waterline costs associated with construction phase services are not included in this proposal and are assumed to be paid for by Lake Travis ISD.
- Signal and intersection improvements at the project connection to State Highway 71 will be inspected by TxDOT and the costs associated with that inspector are not included with this proposal.
- The county will provide an inspector for the daily construction observation, monitoring, reporting and record drawing services. Daily inspection services are not included in the engineering scope of services.
- The budget attached to this scope of service is an estimated amount that will be tracked and reported on an hourly basis with each monthly invoice. Circumstances during construction may require an additional authorization. Klotz Associates will request the additional authorization prior to exceeding the authorized budget for each subtotal amount.

2. Services of the Engineer

2.1. Coordination and Pre-Construction Meeting Services

2.1.1. Klotz Associates will attend the preconstruction meeting and prepare meeting notes for distribution to the stakeholders within one week of the meeting.

2.2. Administrative Tasks

2.2.1. Review and comment on the draft agenda for the pre-construction meeting to be prepared by the County Project Manager.

2.2.2. Attend job site meetings as needed during construction. We anticipate 56 meetings. If more are required an additional authorization may be necessary.

2.2.3. Prepare meeting minutes and submit them to the County Project Manager within 3 working days following each meeting.

2.3. Construction Phase Services

2.3.1. Submittals – Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of “or equal” substitutions along with any recommended cost adjustments. For budgeting purposes we anticipate up to 20 submittals.

2.3.2. **Contract Modifications** – For modifications requested by the County, the Project Manager for the County shall coordinate with the Consultant (Klotz Associates) to provide the following services:

2.3.2.1. Provide recommendations to the County concerning potential changes and modifications to the Project, which are encountered during construction.

2.3.2.2. Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

2.3.2.3. Evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

2.3.2.4. We have anticipated a finite hourly based budget for this item. If the time involved approaches the limit of the budget, we will submit an additional authorization for consideration by the County.

2.3.3. **Interpretation of the Contract Documents** – Upon request through a written Request for Information (RFI) from the Contractor or County, provide interpretation or clarification of the construction documents to the County or Contractor. All RFI's will be logged in by the Klotz Associates team and responses submitted electronically to the County Project Manager. For budgeting purposes we assume up to 20 RFI's requiring up to 3 hours each for response.

2.3.4. **Observation** – Site visits are to be performed to the extent necessary to:

2.3.4.1. Observe, document, and report to the County and the Contractor whether the Project is being constructed in substantial accordance with the contract documents.

2.3.4.2. We have assumed 30 site visits of 2 hours each for budgeting purposes in this proposal.

2.4. **Payment Request: Review and approve Contractor pay requests for compliance. Forward them with recommendations to Owner, noting particularly quantities, work completed, and materials and equipment delivered at the site but not incorporated in the work. We have assumed 14 monthly contractor payment requests for the construction duration of the project.**

2.5. **Claims** – Klotz Associates will assist the County with claim reviews and negotiations upon request and with the preparation of related correspondence and documentation. We have anticipated a finite hourly based budget for this item. If the time involved approaches the limit of the budget, we will submit an additional authorization for consideration by the County.

2.6. **Project Acceptance and Close-out**

2.6.1. Perform with the County and the Contractor substantial completion and final inspections and compile and distribute related punch list items requiring correction.

2.6.2. Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to the County.

2.6.3. Upon Project completion, obtain the original drawings, incorporate record information on the original drawings, and provide copies to the County at Project close-out. We have assumed a finite number of hours for this item. If there are extensive markups this hourly budget may need to be revised with an additional authorization.

2.7. **Post Construction Services**

2.7.1. Meet with the County upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise, and recommend solutions.

2.7.2. Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop a list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.



**2.8. Subconsultant Services – Additional construction phase services will be required on the project by members of our design team. These services include:**

- **Concept Planning and Development – Public relation services to coordinate the project with stakeholders.**

**DRAFT**