



Travis County Commissioners Court Agenda Request

Meeting Date: July 8, 2014

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. 4 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 four (4) for the above contract. This Change Order is for additional Construction Phase Services, in the amount of \$35,896.00, and increases the contract amount from \$716,093.00 to \$751,989.00. This change order amount brings the cumulative dollar percentage of all change orders over 25%, thus requiring court approval.
- Change Order number three (3) was for Construction Phase Services, which the amount was undetermined at contract award. This change order, was in the amount \$65,617.00 for Construction Phase Services costs, and increased 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 \$20,491.50 and increased the contract amount from \$629,984.50 to \$650,476.00.

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

TRANSPORTATION AND NATURAL RESOURCES

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



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

June 9, 2014

MEMORANDUM

To: Marvin Brice, Assistant Purchasing Agent

From: Morgan Cotten, P.E., Public Works Director

Though: Steven M. Manilla, P.E., County Executive

Subject: Bee Creek Road Improvement – Contract MOD #4, Klotz & Associates
RFQ# Q110115-LP
Professional Services Agreement

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact the project manager, Tony Valdez, P.E., at (512) 854-7567 if you have any questions or need additional information.

Proposed Motion: Consider and take appropriate action on TNR's request for increase in contract amount of \$35,896.00 for additional increase in scope for ~~work product #6~~ Construction Service contract of Bee Creek Road Improvement in Precinct Three to Klotz & Associates.

The amount previously approved is insufficient due to complexities of the project and unforeseen conflicts with AT&T.

Summary and Staff Recommendations: In April 2011, TNR requested the Purchasing Office to obtain professional consultant services for engineering and design for Bee Creek Road Improvements project. This increased amount should be sufficient through the completion of the project.

Budgetary and Fiscal Impact: Funding for this project will come from 2011 Road Bonds approved for this project. The funding information is as follows:

Funds Reservation Document No.	300000648
Fund Number:	4083
Funds Center:	1490190000
GL Account No.	522040
IO/WBS No.	RDCN.149.000008.08
Amount Required:	\$35,896.00

Issues and Opportunities: This project will realign Bee Creek Road to improve sharp curves and connect to existing Highland Blvd. This improvement, from a two-lane road to a four-lane road, will increase capacity of Bee Creek Road and will allow for traffic to move in and out of the subdivision. This project is currently under construction.

Required Authorizations:

Cyd Grimes, Purchasing

Jessica Rio, PBO

CC: Steve Sun, P.E., TNR

Tony Valdez, P.E. Project Manager, TNR

Isabelle Lopez, TNR Financial Services

Lee Perry, Purchasing Buyer

MODIFICATION OF CONTRACT NUMBER: 4400000114 BEE CREEK RD. DESIGN PAGE 1 OF 3 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: June 17, 2014
--	---	---------------------------------

ISSUED TO: Klotz Associates Attn: John Friedman 901 South MoPac Expressway Bldg. V, Suite 220 Austin, Texas 78746	MODIFICATION NO.: 4	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 \$751,989.00

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 \$710,193.00 (as amended by modification No. 3, dated December 2, 2013), to \$746,089.00, an increase of 35,896.00. As a result the *Construction Phase* is changed as follows:
 - 1. (ii) Construction Phase is changed from \$65,417.00 (as amended by modification No. 3, dated December 2, 2013) to \$101,313.00 an increase of \$35,896.00.
- B. The additional *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 5, Total Agreement Sum, is changed from \$716,093.00 (\$710,193.00 Basic Services, and NTE \$5,900.00 Reimbursable Expenses) to \$751,989.00 (\$746,089.00 Basic Services, and NTE \$5,900.00 Reimbursable Expenses), an increase of \$35,896.00.

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: <u>[Signature]</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Scott Duketto, P.E.</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Vice President</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**CONSTRUCTION PHASE SERVICES FOR
TRAVIS COUNTY BEE CREEK ROAD
TRAVIS COUNTY CONTRACT NUMBER 440000114
KLOTZ ASSOCIATES PROJECT NUMBER 0513.006.000**

May 2, 2014

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. **Administrative Tasks**

2.1.1. Attend job site meetings as needed during construction. We anticipate 28 additional meetings between the date of this scope and the anticipated end of construction in November. If more are required an additional authorization may be necessary.

2.2. **Construction Phase Services**

2.2.1. **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:

- 2.2.1.1. Provide recommendations to the County concerning potential changes and modifications to the Project, which are encountered during construction.
- 2.2.1.2. 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.

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

2.2.1.4. 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.

2.2.2. 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.

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

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

2.2.4. 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.

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

- HVJ Associates – HVJ will provide technical assistance for the materials testing on the project and make recommendations regarding issues occurring during construction. See attached proposal from HVJ for detailed scope of work for this task.

Compensation

Compensation will be on an hourly basis as shown in the attached budget summary. The total hourly amount not to exceed for the above scope of work is \$ 35,896.