



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 12, 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. 5 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 five (5) for the above contract. This Change Order is for additional Construction Phase Services, in the amount of \$41,520.00, and increases the contract amount from \$751,989.00 to \$793,509.00. The cumulative dollar percentage of all change orders is over 25%, thus requiring court approval.
- Change Order number four (4) was for additional Construction Phase Services, in the amount of \$35,896.00, and increased the contract amount from \$716,093.00 to \$751,989.00. This change order amount brought the cumulative dollar percentage of all change orders over 25%, thus required 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.

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.



**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

July 17, 2014

**MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent  
**FROM:** Morgan Cotten, P.E., Public Works Director  
**THROUGH:** Steven M. Manilla, P.E., County Executive  
**SUBJECT:** Bee Creek Road Improvements – Contract Mod #5  
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. If you have any questions or need additional information, please contact the project manager, Tony Valdez, P.E., at (512) 854-7567.

**Proposed Motion:**

Consider and take appropriate action on TNR’s request for a contract modification in the amount of \$41,520.00 for additional service for Work Product #6 Construction Service of Bee Creek Road Improvements with Klotz & Associates. The project is located in Precinct Three.

**Summary and Staff Recommendations:**

On April 2011, TNR requested the Purchasing Office to obtain professional consultant services for engineering and design for Bee Creek Road Improvements project. Klotz and Associated was selected to provide the necessary professional engineering services for design and construction of this project. This project is now under construction and additional construction inspection service is needed from Klotz and Associate to review the quality of the construction.

**Budgetary and Fiscal Impact:**

The source of funding is as follows:

|             |                      |            |             |                    |
|-------------|----------------------|------------|-------------|--------------------|
|             | FRD 0300001224       |            |             |                    |
|             | WBS: RDCN.149.000008 |            |             |                    |
| Fund        | 4036                 | 4043       | 4047        |                    |
| Fund Center | 1490190000           | 1490190000 | 1490190000  |                    |
| GL          | 522040               | 522040     | 522040      |                    |
| Amount      | \$ 6,298.67          | \$ 500.00  | \$34,721.33 | <b>\$41,520.00</b> |

MT#11262

**Issues and Opportunities:**

This project will improve the existing Bee Creek Road from a two-lane road to a four-lane arterial between Hwy 71 and Highland Blvd. The roadway will be realigned to improve sharp curves and to enhance the safety. Capacity of this roadway will be significantly improved to meet future projected traffic demand.

**Background:**

This is a voters approved 2011 bond program project.

**Required Authorizations:**

Cyd Grimes, Purchasing

Jessica Rio, PBO

asv

CC: Cyd Grimes, Purchasing Agent  
Steve Sun, P.E., Public Works  
Tony Valdez, P.E., Project Manager, Public Works  
Isabelle Lopez, Tawana Gardner, Financial Services  
Lee Perry, Purchasing Buyer

**MODIFICATION OF CONTRACT NUMBER: 4400000114 BEE CREEK RD. DESIGN PAGE 1 OF 3 PAGES**

|  |   |                                 |
|--|---|---------------------------------|
| ISSUED BY:<br>PURCHASING OFFICE<br>700 Lavaca, Suite 800<br>AUSTIN, TX 78701 | PURCHASING AGENT ASST: J. Lee Perry<br>TEL NO: (512) 854-9700<br>FAX NO: (512) 854-9185 | DATE PREPARED:<br>July 22, 2014 |
|--|---|---------------------------------|

|  |                            |   |
|--|----------------------------|---|
| ISSUED TO:<br>Klotz Associates<br>Attn: John Friedman<br>901 South MoPac Expressway<br>Bldg. V, Suite 220<br>Austin, Texas 78746 | MODIFICATION NO.:<br><br>5 | EXECUTED DATE OF ORIGINAL CONTRACT:<br><br>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 \$793,509.00

**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 \$746,089.00 (as amended by modification No. 4, dated June 17, 2014), to \$785,509.00, an increase of 39,520.00. As a result the *Construction Phase* is changed as follows:
  - 1. (ii) Construction Phase is changed from \$101,313.00 (as amended by modification No. 4, dated June 17, 2014) to \$140,833.00 an increase of \$39,520.00.
- 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 4, Reimbursable Total Not-to-Exceed amount is changed from \$5,700.00 (as amended by modification No. 1, dated May 14, 2012) to \$7,700.00, an increase of \$2,000.00.
- D. Reference Exhibit 1, Section 5, Total Agreement Sum, is changed from \$751,989.00 (\$746,289.00 Basic Services, and NTE \$5,700.00 Reimbursable Expenses) to \$793,509.00 (\$785,809.00 Basic Services, and NTE \$7,700.00 Reimbursable Expenses), an increase of \$41,520.00.

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:**  
 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: Klotz Associates, Inc.                                       | <input type="checkbox"/> DBA                    |
| BY: <u>Scott Dukette</u><br>SIGNATURE   | <input checked="" type="checkbox"/> CORPORATION |
| BY: Scott Dukette, PE<br>PRINT NAME   | <input type="checkbox"/> OTHER                  |
| TITLE: Vice President<br>ITS DULY AUTHORIZED AGENT                                | DATE:<br>7/24/14                                |
| TRAVIS COUNTY, TEXAS  | DATE:   |
| BY: <u>CYI V. GRIMES</u><br>CYI V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT |   |
| TRAVIS COUNTY, TEXAS  | DATE:   |
| BY: <u>SAMUEL T. BISCOE</u><br>SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE              |   |

ADDITIONAL AUTHORIZATION FOR  
CONSTRUCTION PHASE SERVICES FOR  
TRAVIS COUNTY BEE CREEK ROAD  
TRAVIS COUNTY CONTRACT NUMBER 11AE0115LP  
KLOTZ ASSOCIATES PROJECT NUMBER 0513.006.000

July 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 provide design and construction phase services for the construction of Bee Creek Road from Highland Boulevard to State Highway 71. The one mile widening project includes 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 is providing construction phase services for the improvements described above under a previous scope of service. However, the full time Travis County inspector for the project has been reassigned to another project. Therefore, the county has requested that Klotz Associates provide part-time inspection assistance utilizing a graduate but unlicensed engineer for the period of time until another inspector from the County can be assigned. It is anticipated that the construction will be completed in November 2014, however this proposal is for a period of time covering approximately two months.

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

- 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 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. Construction Phase Services

2.1.1. Contractor Pay Requests -

2.1.1.1. Upon receipt of a pay request from a Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

2.1.2. Inspection

2.1.2.1. Perform part-time inspection (approximately 3-4 hours per construction work day) to the extent necessary to:

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

2.1.2.1.2. Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

2.1.2.1.3. Observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

### 2.1.3. Documentation

2.1.3.1. Maintain a daily log that as a minimum contains information regarding weather conditions, temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

2.1.3.2. Daily logs should include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

2.1.3.3. Maintain complete files of all project related Construction Phase Services identified in this scope.

2.1.3.4. Verify on a weekly basis that the contractor is maintaining record drawing markups.

2.1.3.5. Upon completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

2.1.3.6. After the project is completed, submit the project files, along with the daily logs, to the County.

### 2.1.4. Materials Testing and Inspections

2.1.4.1. Become familiar with and monitor the project materials sampling and testing program developed by Terracon, the Contractor and the County.

2.1.4.2. Collect and review delivery tickets to document the type and quantity of materials delivered.

2.1.4.3. Review laboratory and field testing results to determine whether the results are in compliance with the construction documents and report to the Contractor, County and Engineer any substandard workmanship or materials observed.

### 2.1.5. Contract Enforcement

2.1.5.1. Review and become knowledgeable of any required County construction administration processes.

2.1.5.2. Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and the County. Communicate to the Contractor and the County what may be necessary to effect corrective action. Document deficiencies and actions taken by the Contractor to correct them.