

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

[illegible]

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and **PBS&J, Inc.** *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on July 14, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to **\$865,000**; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to **\$865,000**; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

## AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$865,000 to \$2,600,000.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$865,000 to \$2,600,000.
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate.

ENGINEER:

By:

Signature

Mark A. Isaak, P.E.

Printed Name

Sr. Vice President

Title

7/8/09

Date

COUNTY:

By:

Signature

Dan A. Gattis

Printed Name

County Judge

Title

7-15-09

Date

OK  
7/8/09

## **EXHIBIT II**

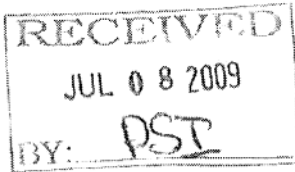
### **HOURLY RATES**

#### **PBS&J**

1. Project Manager	\$154.93/hr
2. Construction Manager	\$126.93/hr
3. Senior Field Representative	\$107.02/hr
4. Utility Inspector	\$99.28/hr
5. Field Representative	\$74.23/hr
6. Records Keeper	\$85.29/hr
7. Junior Field Representative	\$42.65/hr
8. Senior Engineer	\$139.93/hr

#### **PaveTex**

1. 1 B Technician	\$45.00/hr
2. 1 A Technician	\$50.00/hr
3. Concrete Technician	\$50.00/hr
4. Density Technician	\$45.00/hr
5. Depth Check	\$45.00/hr
6. Sampling	\$50.00/hr
7. Cylinder Pick Up	\$45.00/hr
8. Vehicle Charge	\$35.00/trip
9. Geotechnical Investigations (2)	\$6,400/ per 2



Project Name: RM 2338 (DB Woods to FM 3405)

**ATTACHMENT A  
SUPPLEMENTAL NO. 2 TO  
WORK AUTHORIZATION NO. 2**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J, Inc. (*The "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Construction Engineering and Inspection (See Exhibits A, B, C & D)

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is increased by \$238,723.68 to \$826,205.03

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

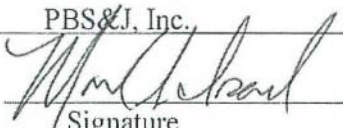
**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 3/1/2011, unless extended by a Supplemental Work Authorization.

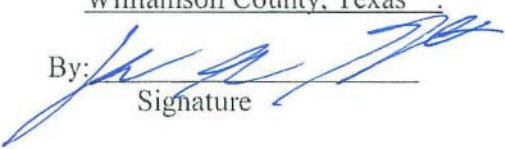
**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Project Name: RM 2338 (DB Woods to FM 3405)

**ATTACHMENT A (con't.)**

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:  
PBS&J, Inc.  
By:   
Signature  
Mark A. Isaak, P.E.  
Printed Name  
Sr. Vice President  
Title  
7/8/09  
Date

COUNTY:  
Williamson County, Texas  
By:   
Signature  
Dan A. Gattis  
Printed Name  
County Judge  
Title  
7-8-09  
Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be provided by County
- Exhibit B - Services to be provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

OK  
my 7/8/09

## EXHIBIT A

### SERVICES TO BE PROVIDED BY COUNTY

The County will assist the Engineer by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
  - Survey data, graphic files, roadway design/geometry;
  - Roadway construction plans, documents for current and past projects;
  - Right-of-Way mapping;
  - Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits;
  - Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and
  - Planimetric layouts and/or related information.
- Approved environmental documents.
- Applicable special specifications, special provisions, and unit price bid tabulation.
- Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will provide the additional support for Construction oversight, CE&I, in association with the RM 2338 (D.B. Wood to FM 3405) roadway project.

The Engineer will provide the following services. Work performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

#### **Construction Inspection**

- Inspect and document construction activities.
- Verify material conformity to plans and specifications.
- Address requests for information (RFI).
- Assist in change order negotiations and prepare appropriate plan sheets and change order documents.
- Identify and assist in the resolution of construction issues that arise.
- Assist in dispute negotiations and claim resolutions.

#### **Materials Testing and Geotechnical Investigation**

- None

## **EXHIBIT C**

### **WORK SCHEDULE**

The Engineer shall complete the work authorization within 595 calendar days, commencing upon the issuance of Notice to Proceed and receipt of documents to be provided by the County as specified in Exhibit A.

#### **Schedule of Anticipated Milestones**

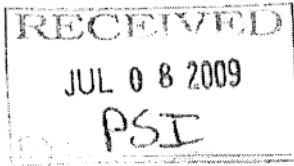
Signed NTP	July 14, 2009
Project Close Out	March 1, 2011



**CE&I Fee Estimate**

CE&I Total	-	\$	238,723.68
CMT Total	-	\$	-
Geotech Total	-	\$	-
Survey Total	-	\$	-

Estimated Project Total	-	\$ 238,723.68
-------------------------	---	---------------



Project Name: RM 2338 (FM 3405 to Ronald Reagan Blvd.)

**ATTACHMENT A  
WORK AUTHORIZATION NO. 3**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J, Inc. (*The "Engineer"*).

**Part 1.** The *Engineer* will provide the following engineering services:

Construction Engineering and Inspection (See Exhibits A, B, C & D)

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \$1,394,077.95

**Part 3.** Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

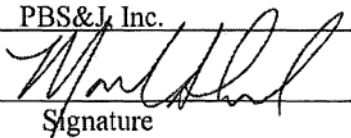
**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 8/1/2011, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Project Name: RM 2338 (FM 3405 to Ronald Reagan Blvd.)

**ATTACHMENT A (con't.)**

**Part 6.** This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:  
PBS&J, Inc.  
By:   
Signature  
Mark A. Isaak, P.E.  
Printed Name  
Sr. Vice President  
Title  
7/8/09  
Date

COUNTY:  
Williamson County, Texas  
By: \_\_\_\_\_  
Signature  
Dan A. Gattis  
Printed Name  
County Judge  
Title  
\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

- Exhibit A - Services to be provided by County
- Exhibit B - Services to be provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

OK  
mly 7/9/09

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY COUNTY**

The County will assist the Engineer by providing assistance, service, or data items as required to advance the completion of assigned work authorizations.

- Provide existing data files, to include but not limited to:
  - Survey data, graphic files, roadway design/geometry;
  - Roadway construction plans, documents for current and past projects;
  - Right-of-Way mapping;
  - Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits;
  - Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and
  - Planimetric layouts and/or related information.
- Approved environmental documents.
- Applicable special specifications, special provisions, and unit price bid tabulation.
- Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The Engineer will provide the additional support for Construction oversight, CE&I and Materials Testing in association with the RM 2338 (FM 3405 to Ronald Reagan Blvd.) roadway project.

The Engineer will provide the following services. Work performed will include the appropriate records and documentation in accordance with TxDOT and Federal requirements.

#### **Construction Inspection**

- Inspect and document construction activities.
- Verify material conformity to plans and specifications.
- Address requests for information (RFI).
- Assist in change order negotiations and prepare appropriate plan sheets and change order documents.
- Identify and assist in the resolution of construction issues that arise.
- Assist in dispute negotiations and claim resolutions.

#### **Materials Testing and Geotechnical Investigation**

- Provide material testing as described in fee schedule.
- No geotechnical exploration is required.

## **EXHIBIT C**

### **WORK SCHEDULE**

The Engineer shall complete the work authorization within 730 calendar days, commencing upon the issuance of Notice to Proceed and receipt of documents to be provided by the County as specified in Exhibit A.

#### **Schedule of Anticipated Milestones**

Signed NTP	August 1, 2009
Project Close Out	August 1, 2011



**EXHIBIT D**  
**CE&I Fee Estimate**

Task	Project Manager		Construction Manager		Utility Inspector		Records Keeper		Sr. Field Rep		Field Rep		Jr. Field Rep		Sr. Engineer		Totals	
	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$	HRS	\$
Williamson County RM 2338 (From FM 3405 to Ronald Reagan Blvd)																		
Constructability Review	0	\$ -	25	\$ 3,173.25	5	\$ 497.65	0	\$ -	10	\$ 1,070.20	0	\$ -	0	\$ -	80	\$ 11,194.40	120	\$ 15,935.50
Pre-Construction Meeting	0	\$ -	15	\$ 1,903.95	5	\$ 497.65	0	\$ -	10	\$ 1,070.20	0	\$ -	0	\$ -	0	\$ -	30	\$ 3,471.80
Construction Inspection	480	\$ 74,366.40	1976	\$ 250,813.68	738	\$ 73,453.14	0	\$ -	5288	\$ 566,991.96	0	\$ -	1514	\$ 64,572.10	0	\$ -	10,006	\$ 1,030,197.28
Record Keeping	0	\$ -	100	\$ 12,693.00	5	\$ 497.65	2408	\$ 205,378.32	20	\$ 2,140.40	0	\$ -	0	\$ -	0	\$ -	2,533	\$ 220,709.37
QA of Record Drawings	20	\$ 3,098.60	75	\$ 9,519.75	5	\$ 497.65	0	\$ -	20	\$ 2,140.40	0	\$ -	0	\$ -	0	\$ -	120	\$ 15,256.40
OCAP	60	\$ 9,295.80	75	\$ 9,519.75	5	\$ 497.65	0	\$ -	20	\$ 2,140.40	0	\$ -	0	\$ -	0	\$ -	160	\$ 21,453.80
	560	\$ 86,760.80	2266	\$ 287,623.38	763	\$ 75,941.39	2408	\$ 205,378.32	5378	\$ 575,553.56	0	\$ -	1514	\$ 64,572.10	80	\$ 11,194.40	12569	\$ 1,307,023.95

CE&I Total - \$ 1,307,023.95  
CMT Total - \$ 87,054.00  
Geotech Total - \$ -  
Survey Total - \$ -  
Estimated Project Total - \$ 1,394,077.95



PaveTex Engineering and Testing, Inc.  
3989 HWY 290 East  
Dripping Springs, TX 78620

CSJ  
County: Williamson  
Hwy: FM2338

### CMY ESTIMATE

CITY ESTIMATE																		
SUMMARY OF ROADWAY QUANTITIES				SUMMARY OF TESTING														
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	PI	GRADATION	PROCTOR	CECANT	SAND EQUIVALENT	ORNDORF IMP.	CYRUSERS (1st)	DOLE HERROU S MATERIAL	HAMBURG	DOJCHIT	NET BALL MILL	PH	Mag. Sulfates	Triaxial Class	CODE
132-2003	Embankment and comp Ty B	45024	CY															
160-2003 (A)	Topsoil (14 in)	135283	SY												1			(A)
160-2008	Topsoil (12 in)	14475	SY												1			(A)
247-2044	Fl Bs (CMP in PLC) Ty A Gr 4	51599	CY	17	17		3						30	3			3	(C)
316-2416	AGGR Ty D Gr 4	38	CY			1												(C)
360-2004	D-GR HMA (METN) Ty A PG 64-22	4807	TON															(C)
341-2011	D-GR HMA (QCQA) Ty B PG 64-22	26539	TON									2						
341-2048	D-GR HMA (QCQA) Ty C SAG B PG 70-22	19931	TON									2						
341-2050	D-GR HMA (QCQA) Ty C PG 70-22	18211	TON									2						
416-2029	Drilled Shaft (RDWY ILL POLE) 30 in	32	LF		2		1	1	1	2								
432-2022	RIPRAP 5 in	251	CY							2								
432-2040	RIPRAP (Mow Strip) (5 in)	195	CY		2		1	1	1	1								
432-2041	RIPRAP (Stone Common) (12 in) (11.8 in)	1096	CY															
492-2008	Conc Box Culv (5 FT X 4 FT)	250	LF							4								
492-2011	Conc Box Culv (8 FT X 4 FT)	351.2	LF							4								
492-2015	Conc Box Culv (7 FT X 4 FT)	120	LF							4								
492-2019	Conc Box Culv (8 FT X 4 FT)	177	LF							4								
492-2024	Conc Box Culv (9 FT X 5 FT)	659.25	LF							4								
492-2025	Conc Box Culv (9 FT X 8 FT)	339	LF							4								
495-2003	Inlet Comp'l Ty H	4	EA							1								
496-2035	Wingwall (PVA-S) (H/HV-SET)	2	EA		2			1		2								
496-2036	Wingwall (PVA-S) (H/HV-SET)	1	EA							1								
496-2038	Wingwall (PVA-S) (H/HV-SET)	1	EA							1								
496-2048	Wingwall (PVA) (H/HV-SET)	3	EA							3								
496-2097	Headwall (CH-PVA-30) (D=50 in)	1	EA							1								
497-2121	SET (Ty 1)(S=8FT)(H/N=SET)(4.1)	3	EA							2								
497-2131	SET (Ty 1)(S=8FT)(H/N=SET)(4.1)	3	EA							2								
497-2138	SET (Ty 1)(S=8FT)(H/N=SET)(4.1)	8	EA							4								
497-2184	SET (Ty 1)(S=8FT)(H/N=SET)(4.1)	2	EA							1								
497-2301 to 497-2338	SET Ty II	156	EA							4								
529-2066	Conc Curb (Ribbon) (Mag)	224	LF							1								
530-2010	Driveways (Conc)	391	SY							3								
549-2005	Terminal Anchor Section	9	EA							3								
Bore Pit Backfill						5								10				
TOTALS					17	20	6	2	3	2	59	0	6	30	3	2	0	1
UNIT PRICE					\$50.00	\$85.00	\$220.00	\$92.00	\$40.00	\$90.00	\$55.00	\$25.00	\$500.00	\$135.00	\$200.00	\$50.00	\$250.00	\$1,100.00
TOTALS					\$850.00	\$1,700.00	\$1,160.00	\$180.00	\$180.00	\$180.00	\$5,104.00	\$0.00	\$3,000.00	\$1,050.00	\$600.00	\$100.00	\$0.00	\$1,100.00
TOTAL TESTING					\$15,804.00													

Technician Time	HRS	UNIT COST TOTALS	
1B Tech	100	\$45	\$4,500
1A Tech	600	\$50	\$30,000
Conc Tech	290	\$50	\$14,500
Density Tech	80	\$45	\$3,600
Depth Check	10	\$45	\$450
Materials Eng	30	\$130	\$3,900
Sampling	45	\$50	\$2,250
Cylinder Pick	120	\$45	\$5,400
Vehicle Charge	160	\$35	\$5,600
Total Time = Vehicle			\$71,250

Total Testing Plus Technician Time: **\$87,054**

A) Testing for item 160-2003 is only necessary in the event topsoil is imported to the jobsite with a per source frequency.  
B) Testing for item 132-2001 assumes that the fill material shall be granular in nature.  
C) All Hot Mix Testing Done at Hot Mix Plant by the Hour.  
Testing quantities may vary due to object to change based on construction plans not provided at the time of estimate.  
Assuming all Ty C curb inlets are precast.  
Prices are based on quantities shown. Reductions in quantity may affect unit prices.  
Testing not completed will not be billed.

Mahmoud Tahmouressi, PE  
President  
PaveTex Engineering and