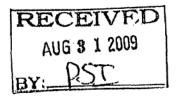
Professional Services Agreement: Supplemental Agreement No. 1



CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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 February 18, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$1,439,860.53; and,

WHEREAS, the "Compensation Cap" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$1,439,860.53 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

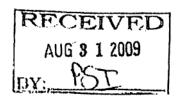
NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$1,439,860.53 to \$1,523,469.73
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$1,439,860.53 to \$1,523,469.73

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

Professional Services Agreement: Supplemental Agreement No. 1

IN WITNESS WHEREOF, the <i>County</i> and agreement in duplicate,	the Engineer have executed this supplemen
By: thomas W Jone Signature	COUNTY: By: Signature
Thomas W. Lowe, P.E. Printed Name	Dan A. Gattis . Printed Name
Program/Group Manager Title	County Judge . Title
08/31/09 Date	9-19-68 Date
	0/5
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ATTACHMENT A SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 1.

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").

Part1. The Engineer will provide the following engineering services:

Development of a Concept Report for the SH45N-O'Connor Interchange project (See Exhibits A, B, C & D)

- Part 2. The maximum amount payable for services under this Work Authorization without modification is increased by \$83,609.20 to \$1,523,469.73.
- 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 <u>No Change</u>, unless extended by a Supplemental Work Authorization.
- Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
PBS&J, Inc.	Williamson County, Texas
By: Thomas to Lawe	Ву:
Signature	Signature
Thomas. W. Lowe, P.E.	Dan A. Gattis .
Printed Name	Printed Name
Program/Group Manager	County Judge
Title	Title
08/31/09	9-29-09
Date /	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

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EXHIBIT A SERVICES TO BE PROVIDED BY THE COUNTY

INTRODUCTION:

Williamson County in collaboration with The Texas Department of Transportation (State) has commissioned the services of PBS&J to develop a concept report for determining the most feasible alternative for the SH 45N-O'Connor Drive Interchange.

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive to Station 420+00 east of O'Connor Drive. The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

The County shall furnish to the Engineer the following items:

- Roadway design requirements.
- Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, State and federal agencies.
- 3. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.
- 4. Project technical and administrative standards and procedures.

EXHIBIT B SERVICES TO BE PROVIDED BY THE ENGINEER

INTRODUCTION:

Williamson County in collaboration with The Texas Department of Transportation (State) has commissioned the services of PBS&J to develop a concept report for determining the most feasible alternative for the SH 45N-O'Connor Drive Interchange.

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive to Station 420+00 east of O'Connor Drive. The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

SCOPE OF WORK:

The intent of the Concept Report is to obtain buy-off from all shareholders: City of Round Rock, TxDOT and Williamson County. The Engineer will evaluate a minimum of four (4) Options. All options shall utilize the existing ROW Footprint and facilitate traffic movements to and from O'Connor Drive, SH45N and LP1 N. The Engineer shall utilize a 2 Phase approach in order to coordinate and obtain input from all shareholders: Phase 1- Alternative Cost Analysis, Phase 2 – Concept Report.

Phase 1- Alternative Cost Analysis:

The Engineer shall provide the following services as part of Phase 1:

- · Facilitate coordination meetings between all shareholders.
- Develop exhibits and alternatives for each meeting.
- Develop Meeting Agendas and Meeting Summaries for documentation.
- Perform Action items requested by shareholders in order to keep the project moving forward.
- · Develop Concepts based on existing layout and modifications requested by share holders.
- Develop Cost Estimates.
- Develop a memorandum which summarizes the evaluation of the shareholders concepts.

Phase 2- Alternative Concept Report:

The Engineer shall provide the following services as part of Phase 2:

- · Facilitate coordination meetings between all shareholders.
- Develop Meeting Agendas, Meeting Summaries and Action Items.
- · Refine options/exhibits for inclusion in Concept Report.
- · Develop a list of impacts for each option.
- Develop and evaluate traffic movements for each option
- · Develop and update Cost Estimates for each option
- Develop Implementation Schedules for each option
- Evaluate and Compare each option.
- Compile a bound document (Concept Report) for submittal to all shareholders.

The PS&E services provided under this Work Authorization will consist of items listed below as described within Exhibit D:

FC 110 - Route & Design Studies

The services not described within this Work Authorization (Exhibit B and Exhibit D) and variations to the concept provided shall not be performed unless authorized by Williamson County through a supplemental agreement.

Deliverables

- (1) Memorandum SH45 / O'Connor Interchange Evaluation of Design Concepts
- (2) Concept Report SH 45 O'Connor Interchange

EXHIBIT C WORK SCHEDULE

The Engineer shall complete the work authorization within 183 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. (No Change in Schedule)

EXHIBIT D
FEE SCHEUDLE
SH 45 - O'Connor
Summary Sheet

Hours 720	720
Cost \$83,114.20	\$83,114.20
	Totals
PBS&J Labor Subtotal FC 110 - Route and Design Studies	

Summary	\$83,114.20	\$0.00	\$495.00	000000000000000000000000000000000000000	100°000
	PBS&J Labor	Subconsultants Labor	Expenses	Total	

\$495.00

Expenses

Summary By Task		
Total by Task	Fee Estimate	Man-Hours
FC 110 - Route and Design Studies	\$83,114.20	720
Expenses	\$495.00	
Total	\$83,609.20	720

EXHIBIT D SH 45 - O'Connor Concept Report

			110 - Route and Dealgn Studies	Sr. Project Manager	Project Manager	Admirk Olerical	SI. Engloser	86 Engineer	Enginear I/II A IV	8r. Technical Godfanator II	CADD. Da s lanar	Hiarta
Specille	ed Rate:	Profes	sional Services Agreement - O'Connor - Williamson County	\$162,73 Off-9ito	\$129.24 Off-Site	\$67.58 Off-Sito	\$208.54 Off-Site	\$108.68 Off-Site	\$83.99 Off-9ite	\$126.30 Off-Site	\$105,74 Off-9ite	=
				On-Site	Oil-Site	OII-BRO	On-Site	Off-Site	Oll-Site	On-site	Olivana	
$\overline{}$			sign Studies									
_A.			at Analysis									
	1		opment of Concepts									-
		8.	Coordination Meetings (2hrs/Meeting - 4 meetings)		8.0							
	-	b.	Data Collection and Option Evaluations and Reductions		2.0		4.0		16.0			22
—		۶.	Development of Option 1 (Hor., Vert., Cir. Calcs, Supers,etc.)		2.0		4.0		24.0			30
		d.	Development of Option 2 (Hor., Vert., Ctr. Calcs, Supers,etc.)		2.0		4.0		24.0			30
		θ.	Development of Option 3 (Hor., Vert., Cir. Calcs, Supers, etc.)	ļ	2.0		4.0		24.0			30
-	-	1.	Development of Option 4 (Hor., Vert., Ctr. Calcs, Supers,etc.)		2.0		4.0		24.0			30
		g.	Cost Estimate of Option 1		1.0		2.0		8.0			11
		h.	Cost Estimate of Option 2		1.0		2.0		8.0			
	-	J.	Cost Estimate of Option 3		1.0		2.0		8.0			
		-1	Cost Estimate of Option 4		1.0		2.0		8.0			11
		k.	Memorandum, Evaluation and Production		10.0	4.0						14
	_	J.	QA/QC	2.0	8,0	1.0						11
	2	Davet	opment of Concept Exhibits									
		8.	Development of Option 1 (Roll Ptots)		2.0		2.0		24.0			28
		ъ.	Development of Option 2 (Roll Plots)		2.0		2.0		24.0			2/
		0.	Development of Option 3 (Roll Plots)		2.0		2.0		24.0			28
		d.	Development of Option 4 (Roll Plots)		2.0		2.0		24.0			20
		θ.	QA/QC	2.0	8.0	1.0			L			11
В.	Conce	pt Repo	1									
	1_	Davel	opment of Concepts									
		a.	Coordination Meetings (2hrs/Meeting - 4 meetings)		8.0							
		þ:	Development of Alternatives		2.0		8.0	18.0	12.0		42.0	8
		C.	Development of Impacts		2.0				24.0			2
		d.	Development of Traffic		2.0		8.0		4.0	40.0		5
		e.	Development / Update of Cost Estimates		2.0				16.0		<u> </u>	1
		1.	Implementation Schedules		2.0				12.0			1
		g.	Evaluation of Concepts		4.0		8.0		4.0	8.0		2
	2	Devel	opment of Report									<u> </u>
لـــــا		а	Write-up		4.0		4.0		24.0	4.0		3
لــــا		b.	Tables	<u> </u>	4.0		2.0	18.0	4.0			20
<u> </u>		C.	Exhibits		2.0		2.0		24.0	8.0		3
		d.	Summary and Recomendations		2.0		2.0		16.0	2.0	L	2
	ļ	е.	Production	L	1.0	7.0	4.0		4.0			11
	 	ſ,	QA/QC	4.0	4.0		4.0		4.0	2.0		1
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Photocoples Color (11 X 17)	each	\$	1.20			
Mylar (11° X 17°)	sheet	\$	2.00			
CADD Ploiting	Inear fool	\$	7.50	60	8	375.00
Mylar Plots	Enear fool	3	3.00			
Public Involvement Facility Rental (estimate)	hour	3	150.00			
		TO	TAL:			495.00

Page 2 of 2