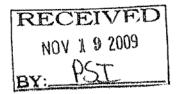


# CONTRACT FOR ENGINEERING SERVICES SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

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 URS Corporation, a Nevada corporation (the "Engineer") and becomes effective when fully executed by both parties.
WHEREAS, the <i>County</i> and the <i>Engineer</i> executed a contract on <u>December 11, 2007</u> , and executed Supplemental Agreement No. 1 on <u>October 28, 2008</u> , and executed Supplemental Agreement No. 2 on <u>September 16, 2009</u> ;
WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, per Supplemental Agreement No. 2 is \$_982,491; and,
WHEREAS, the "Compensation Cap" in Exhibit 1, Section 4, Item 4.3 per Supplemental Agreement No. 2 limits the maximum amount payable under the agreement to \$\1,025,000; 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 <i>County</i> and the <i>Engineer</i> agree that said contract is amended as follows:
<ul> <li>I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from</li> <li>\$ 982,491 to \$ 1,128,143</li> </ul>
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 1,025,000 to \$ 1,175,000
III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached
revised Exhibit II.  IV. The contract end date is hereby changed to April 30, 2010.
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 Quednotal  Signature  Antonio H. Arredondom	COUNTY: By: Signature
Printed Name	Printed Name
Vice President	Title
Nov. 19, 2009 Date	
	N



Project Name: Reconstruction of Pond Springs Road

# ATTACHMENT A SUPPLEMENTAL NO. 4 TO WORK AUTHORIZATION NO. 5

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 <u>URS Corporation</u>, a Nevada Corporation (the "Engineer").

Please see attached Supplemental Scope of Services.

Part1. The Engineer will provide the following engineering services:

Part 2. The maximum amount payable for services under this Supplemental Work Authorization without modification is \$145,652

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>April 30, 2010</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:
URS Corporation, a Nevada Corporation	Williamson County, Texas
By: Cett. Cene do-do II	Ву: 92 97
Signature	Signature
Antonio H. Arredondo II	
Printed Name	Printed Name
Vice President	
Title	Title
Nov. 19, 2009	12-2-69
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

Attachment A Scope Proposal

# EXHIBIT B Work Authorization #5 Supplemental #4 For Build-Up / Widening of Pond Springs Road Services to be Provided by the Engineer

#### 1. SCOPE OF BASIC SERVICES

URS Corporation shall render the following supplemental project professional services, as described below. Note that the original milestones have not been modified with this Supplemental.

#### Task 1. Project Management

URS will provide project management services to ensure that this additional Scope of Work is completed to the satisfaction of the County in a timely fashion and within the established budget. This task includes:

- Incorporating Supplemental #4 into the Work Authorization #5 documents.
- Review of invoices and creation of monthly progress reports from November 1, 2009 through April 30, 2010, which is 6 months (6hr/month for Admin Assistant, 4hr/month for Project Manager).

#### Task 3. COA Permitting

These additional services listed under Task 3 are through October 31, 2009.

In order to acquire the necessary Driveway Waiver from the COA, URS was required to produce multiple analyses of different pavement types on top of driveway culverts up through October 31, 2009. The cost overages URS absorbed include creation of multiple pavement analyses, additional meetings with the Waiver reviewer, phone calls, and coordination to discuss these different pavement designs. Time and effort to produce these multiple analyses was not provided in the original scope of work and is considered outside of our original scope. In response to this issue, URS had to split the single Driveway Waiver request into two requests and submit two separate waivers in order to best expedite concurrence from the City reviewer to not slow down construction.

#### Task 4. PS&E Preparation

4B. Roadway Design

Work performed during last fiscal year:

This scope (*italics below*) and fee were originally approved in Supplemental #3; however, the \$30,891 for this task was not reflected in the bottom line of our fee proposal. URS requests payment for this service through Supplemental #4.

URS is providing detailed design of Traffic Control Plan (TCP) sheets for phases 1, 2, and 3 from beginning to end of the project. The original proposal assumed a simplified TCP, at the request of the County, that only included a typical TCP section for each phase and minimal additional sheets. URS anticipates modifying COA standard details, as well as creating new details. URS will meet with the COA ROW Management staff up to 4 times, in addition to email/phone coordination.

### Task 7. Post Design Services

The services listed below were provided from June 15, 2009 through October 31, 2009:

#### 7A. RFIs and Submittals

Per Supplemental #3, "If more funds are required for additional design above-and-beyond what is currently shown in the fee schedule, URS will submit a supplemental to cover these costs. If the re-design is due to an error or omission in the plans, URS will provide design services at no additional cost to the County." Since many of the RFIs require actual design modifications, or coordination with COA to get an answer, time spent on RFIs to date has significantly exceeded the expectation set by the GEC (4hrs/RFI). An evenly-divided breakdown per RFI response is as follows, with the clear understanding that some RFIs required much more time/effort than others:

PM = 2hrs/RFI Proj Engr = 8hrs/RFI Sr Engr = 3hrs/RFI EIT = 10hrs/RFI

The overage absorbed by URS for this task is shown in the fee line "Additional Level of Effort for past 47 RFIs".

The services listed below are anticipated from November 1, 2009 through March 31, 2010: 7A. RFIs and Submittals

URS will respond to an additional 15 RFIs (Numbers 51-65) and review Submittals (up to an additional 3) for the Pond Springs project. If, during construction, a re-design is requested by the County in response to an RFI, URS will provide design services at an expedited schedule to help minimize impact to the construction schedule. URS will also attend coordination meetings with HNTB P.M. as required to discuss proposed revisions and/or options. If more funds are required for additional design above-and-beyond what is currently shown in the fee schedule, URS will submit a supplemental to cover these costs. If the re-design is due to an error or omission in the plans, URS will provide design services at no additional cost to the County.

#### 7B. Weekly Construction Meeting / Site Visit

Weekly site visits and attendance at the weekly construction meeting by a Project Engineer and Senior Engineer each week is included in this cost. URS assumes 20 meetings/site visits. The Project Manager will perform a site visit and/or attend the weekly construction meeting every other week (2hr/every other week).

#### 7C. Utility Coordination with Alba.

URS assumes minor coordination with Alba between November 1, 2009 and project completion.

Attachment B Fee Proposal

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		URS Corporation	ration						
	Principal	Project Manager	Project Engineer	Senior Engineer	5	Sonior Designer	Clerical	Administrative Assistant	
	\$273	\$135	\$118.45	\$170.98	\$90.64	\$100	\$59.74	\$61.80	
Task	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Total Cost
URS Direct Labor Costs 1.0 Proicet Management									
Incorporate Supplemental #3 into Master WA#S		2				:	2	4	\$637
Invoicing and monthly progress reports (6 months)	8	24						88	\$6,284
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TASK 4 TOTAL									DESIGNATION
7.0 Post Design Services						I			
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Additional Level of Effort for past 47 RFIs		30	112	22	250				\$44,593
Submittal Review (up to 3 additional)			4	3	3				\$1,259
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URS DIRECT LABOR TOTAL									THE PROPERTY.
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SUBCONSULTANTS TOTAL									\$0

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	Nov	November 17, 2009	6003						
		URS Corporation	ration						
		Project	Project	Senior		Senior		Administrative	
	Principal	Manager	Engineer	Engineer	ᇤ	Designer	Clerical	Assistant	
	\$273	\$135	\$118,45	\$170.98	\$90.64	\$100	\$59.74	\$61.80	
Task	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Total Cost
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Task 1									
Mileage (50 miles x \$0.585/mi)									230
Courier									\$30
Reproduction						•			\$25
Task 3									
Мевде									98
Courier									\$50
Task 7									2
7B Mileage (10 miles x 20 roundtrips x 50.585/mi)									\$120
Courier									\$50
Reproduction									\$25
OTHER DIRECT COSTS TOTAL									257 25
GRAND TOTAL (SUBTOTALS + URS ODC'S)	The second secon								\$ 145,652

Pand Springs WA #5 Supp#4.

#### 10. Transportation Planning (continued)

d. Approve funding levels for planning purposes for the years 2021 through 2035 (MO)

The commission will consider a minute order establishing funding levels, by category, anticipated to
be available for long-range plan development for the years 2021 through 2035. This information
will be used by metropolitan planning organizations in the development of metropolitan
transportation plans and by the department in the development of the statewide transportation plan.

## 11. State Infrastructure Bank

#### Final Approval

El Paso County – City of El Paso – Consider granting final approval of an application from the City of El Paso to borrow \$6,356,000 from the State Infrastructure Bank to pay for improvements to the Paso Del Norte International Port of Entry in El Paso (MO) The city is requesting a SIB loan to pay for improvements to the Paso Del Norte International Port of Entry, which includes; construction of a new southbound pedestrian toll collection plaza, improvements to the Lion's Placita, and canopy structures for both the southbound and northbound pedestrian bridge. Improvements to the Lion's Placita are in addition to the work funded by their FY 2009 ARRA funding.

#### 12. Obligation Limit Report

Status report on the FY 2010 Obligation Limit and report on the actual obligations utilized through November 2009 and proposed remaining highway maintenance and construction contract letting for the fiscal year. (Report)

This report will provide the current overall obligation status, by district, of the FY 2010 Obligation Limit and will also provide the anticipated effect on the obligation limit of remaining proposed highway maintenance and construction letting.

#### 13. Contracts

#### a. Award or Reject Highway Improvement Contracts

Proposed MO will conditionally award contract(s) to low bidders allowing the department to enter into contract(s) for highway improvements, or reject all bids for select projects, allowing the department to re-bid those projects. Conditions required for award may include securing of funding from other sources and the contractor's ability to meet federal DBE contracting requirements.

- (1) Highway Maintenance and Department Building Construction (see attached itemized list) (MO)
- (2) Highway and Transportation Enhancement Building Construction (see attached itemized list) (MO)

#### 14. Routine Minute Orders

#### a. Donations to the Department

(1) Construction Division – Acknowledge a donation from the Southeastern Asphalt User Producer Group (SEAUPG) for a department employee's travel expenses to speak and participate in SEAUPG's annual meeting. The meeting was held in Hilton Head, South Carolina from November 9-12, 2009 (MO)

The presentation relating to the development and implementation of the use of RAS in hotmix asphalt mixes will allow the department to share its advancements and discuss new issues in these fields.