Project Name: SH 45/O'Connor Interchange

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 2
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 \$ 1,523,469.73 ; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 1,523,469.73; 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 I, Section 1, Item 1. I is hereby increased from \$ 1,523,469.73 to \$ 1,690,848.80.
- II. The Compensation Cap in Exhibit I, Section 4, Item 4.3 is hereby increased from \$ 1,523,469.73 to \$ 1,780,000.00.
- 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.

Project Name: SH 45/O'Connor Interchange

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

ENGINEER:
PBS&J, Inc.

By: Thomas W. Lowe
Signature

Thomas W. Lowe
Printed Name

Program/Group Manager
Title

08-04-2010
Date

COUNTY:
Williamson County, Texas

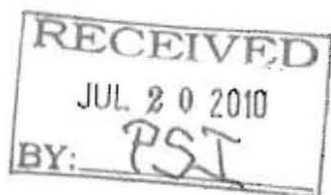
By: [Signature]
Signature

Dan A. Gattis
Printed Name

County Judge
Title

8-12-10
Date

OK: [Signature]



Project Name: SH45N - O'Connor Interchange (Federal Categorical Exclusion)

**ATTACHMENT A
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:
To identify, evaluate and document the Ordinary High Water Mark of Rattan Creek based on Nation Wide Permit Criteria. (See Exhibits A, B, C & D)

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$ 4,659.03**.

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 **August 16, 2010**, unless extended by a Supplemental Work Authorization.

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

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

ENGINEER:
PBS&J, Inc.

COUNTY:
Williamson County, Texas

By: Thomas W. Lowe
Signature

By: [Signature]
Signature

Thomas W. Lowe
Printed Name

Dan A. Gattis
Printed Name

Program/Group Manager
Title

County Judge
Title

07-20-10
Date

8-17-10
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 (based on approved rates in PSA Exhibit II executed by Commissioners Court action)

OK
my

EXHIBIT A

SERVICES TO BE PROVIDED BY COUNTY

The County will assist the Engineer by providing assistance, service, and data items as required to advance the completion of the evaluation of the Ordinary High Water Mark of Rattan Creek based on Nation Wide Permit Criteria.

The County shall furnish the following items:

1. Existing permitting packages (if needed)
2. 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/ Scientist to maintain the contracted project schedule
4. Project technical and administrative standards and procedures

The County shall perform the following services:

1. Coordinate and obtain all Right of Entry (if applicable)

EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER

The work to be performed by PBS&J under this contract consists of providing service and data items as required to advance the completion of the evaluation of the Ordinary High Water Mark of Rattan Creek based on Nation Wide Permit Criteria.

Evaluation of the Ordinary High Water Mark for Rattan Creek

PBS&J will conduct services for the O'Connor Road Project, in Williamson County, Texas. All services shall be associated with the evaluation and documentation of the Ordinary High Water Mark (OHWM) of Rattan Creek, which will include the following:

General Procedure

PBS&J will conduct 1 site visit to evaluate the OHWM for Rattan Creek. The Engineer will use GPS equipment to identify the limits of OHWM, transfer GPS data to a plan view exhibit and create a documentation letter. The Exhibit and Documentation letter shall be submitted to Williamson County and TxDOT.

Project Management (FC 145)

1. Coordination with staff, TxDOT and Williamson County

Miscellaneous Roadway Design (FC 163)

1. Data Collection for Ordinary High Water Mark
2. Spatial Data, Development and Review
3. Development of Documentation Letter
4. Ecology Project Controls: QA/QC of OHWM
5. Development of Exhibit for OHWM
6. Design Project Controls: QA/QC of Exhibit

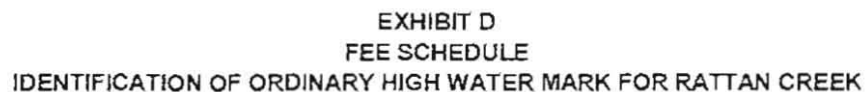
**EXHIBIT C
WORK SCHEDULE**

The Engineer shall complete the Work Authorization within 34 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

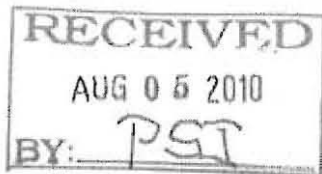
NTP
Final Submittal

July 13, 2010
August 16, 2010



DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Mileage	40	mi	\$0.49	\$19.60
GPS Equipment Rental	1	ea	\$75.00	\$75.00
TOTAL EXPENSES				\$94.60

TOTAL COST SUMMARY	
Total Labor	\$4,564.43
Total Expenses	\$94.60
Total	\$4,659.03



Project Name: SH45N - O'Connor Interchange

**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:
Design Exhibits, Evaluations and Additional Services required in the completion of TxDOT PS&E Submittals. (See Exhibits A, B, C & D)

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$ 162,720.04.**

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 **July 29, 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.

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

ENGINEER:
PBS&J, Inc.

COUNTY:
Williamson County, Texas

By: Thomas W. Lowe
Signature

By: [Signature]
Signature

Thomas W. Lowe
Printed Name

Dan A. Gattis
Printed Name

Program/Group Manager
Title

County Judge
Title

08-04-2010
Date

8-17-10
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 (based on approved rates in PSA Exhibit II executed by Commissioners Court action)

OK [Signature]

EXHIBIT A

SERVICES TO BE PROVIDED BY COUNTY

The County will assist the Engineer by providing assistance, service, and data items as required to advance the additional activities required for the completion of the TxDOT PS&E submittals.

The County shall furnish to the Engineer the following items:

1. Available interface data for any projects adjacent to, crossing, and/or within project limits.
2. The State shall secure all required permits and agreements.
3. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, State and federal agencies.
4. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.
5. Project technical and administrative standards and procedures.

The County shall perform the following services:

1. Coordinate and obtain all Right of Entry (if applicable)

EXHIBIT B

SERVICES TO BE PROVIDED BY ENGINEER

The work to be performed by PBS&J under this contract consists of providing Coordination, Exhibits, Evaluations and the additional activities required in the completion of the TxDOT PS&E submittals.

Project Management (FC 145)

1. Additional Project Coordination between AUS, Williamson County, and TTA
2. Additional Project Coordination Staff and Misc

Drainage Design (FC 161)

1. Cut and Fill
 - a. Revised Design and Grading
 - b. Update Scour Analysis
 - c. Rock-Rip Design under Rattan Creek Bridge
 - d. Co-ordination with Traffic regarding Traffic utility Conflicts
 - e. Co-ordination with Bridge regarding cut around Existing Columns
2. Impervious Percentages (Pond Design)
3. Re-Perform PVC Pipe analysis due to Pipe size changes
4. Arcadis Design Changes
5. Adjustments for Toll Gantry
6. Bridge Deck Drainage Details
 - a. Data Collection and analysis/coordination with existing systems
 - b. Coordination with Bridge
 - c. Deck Drain Computations
 - d. PVC Pipe Elevation Details-Pipe in Bent Caps, Abutments, Columns
 - e. Analysis of deck drains routing for impervious and cut/fill calculations
 - f. Arcadis deck drain BD-3 design updates
6. Design of Culvert under O Connor
 - a. Hydrologic Parameters
 - b. Culvert Design through Retaining Wall
7. Bridge Class Culvert Modifications
 - a. HEC-RAS Modeling
 - a. Culvert Design
8. Perform QA/QC

Signing, Markings & Signalization (FC 162)

1. Additional modifications to Large Guide Signs
2. Redesign of Signal Poles based on AUS Traffic preferences.
3. Redesign and Coordination for OSB Sight Distance Issues
4. Relocation and Design of High Mast, ITS and OSB, due shift in alignment and drainage.
5. Updates to traffic standards
6. FFA Clearance on High Mast
7. Pedestrian Ramp modification due to deviation from original design
8. Additional ITS modifications due to Toll Gantry locations
9. Redesign of signal for McNeil right turn lane
10. Additional detailing required at retaining walls
11. Modification of OSB from Bent Mount to Ground Mount

Misc. Roadway Design (FC 163)

1. Control of Access Exhibits - For Property Owner & ROW Negotiation
2. Roadway Bore Log Exhibit - For Bore Data Consolidation & Review
3. Advanced Funding Agreement Exhibit
4. Frontage Road Cost Estimate & Exhibit
5. Analysis and Exhibit of Frontage Road & Bridge Sidewalks
6. CSJ Application
7. Additional Coordination with System Integrator & Alternative Designs Evaluations
8. O'Connor Cost Evaluation, Memo & Exhibit (R-wall vs. Bridge - Property Access)
9. Identification of Ordinary High Water Mark (NWP Evaluation)
9. Microstation & GIS Exhibit for Environmental (Exhibit for BA)

Bridge Design (FC 170)

1. 4 Large Guide Signs
2. Aesthetic drawing for single and multi columns bents
3. Modifying slab for Toll Gantry Maintenance
4. Sign Pole Foundation and rail mounting design
5. Bridge Class Culvert modifications
6. Design and detail two junction boxes

EXHIBIT C
WORK SCHEDULE

The Engineer shall complete the Work Authorization within 359 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

NTP
Final Submittal

August 4, 2010
July 29, 2011

Task	Senior Project Manager	Project Manager	Admin / Clerical	Senior Engineer IV	Senior Engineer III	Senior Engineer II	Senior Engineer I	Engineer I, II, III	Senior Scientist
Specified Rate - Contract Rate	\$152.73	\$129.24	\$67.56	\$208.54	\$155.67	\$140.99	\$108.68	\$93.99	\$111.11
Project Management (FC 145)									
1. Additional Project Coordination between AUS, Wil Co. and TTA	20								
2. Additional Project Coordination Staff and Misc	20								
Drainage Design (FC 161)									
1. Cut and Fill									
a. Revised Design and Grading					2	4	8	8	
b. Update Scour Analysis					2	8	4		
c. Rock-Rip Design under Rattan Creek Bridge					2	4	4		
d. Co-ordination with Traffic regarding Traffic utility Conflicts					2	4	8		
e. Co-ordination with Bridge regarding cut around Existing Columns					2	4	8		
2. Impervious Percentages (Pond Design)					2	4	8	16	
3. Re-Perform PVC Pipe analysis due to Pipe size changes					1	2	8	8	
4. Arcadis Design Changes					2	4	4		
5. Adjustments for Toll Gantry						4	4		
6. Bridge Deck Drainage Details									
a. Data Collection and analysis/coordination with existing systems						4	4		
b. Coordination with Bridge					2	8	2		
c. Deck Drain Computations					1	4	4		
d. PVC Pipe Elevation Details-Pipe in Bent Caps, Abutments, Columns					2	8		4	
e. Analysis of deck drains routing for impervious and cut/fill calcs					2	6	2	2	
f. Arcadis deck drain BD-3 design updates					2	4	4		
6. Design of Culvert under O Connor									
a. Hydrologic Parameters					2	4	4		
b. Culvert Design through Retaining Wall					4	4	8		
7. Bridge Class Culvert Modifications									
a. HEC-RAS Modeling					2	4	8		
a. Culvert Design					2	4	4		
8. Perform QA/QC					4	4			
Signings, Markings & Signalization (FC 162)									
1. Additional modifications to Large Guide Signs				4			8	40	
2. Redesign of Signal Poles based on AUS Traffic preferences.				6				32	
3. Redesign and Coordination for OSB Sight Distance Issues				2				16	
4. Relocation and Design of High Mast, ITS and OSB, due shift in alignment and drainage.				6				32	
5. Updates to traffic standards								8	
6. FFA Clearance on High Mast				1				10	
7. Pedestrian Ramp modification due to deviation from original design				2				6	
8. Additional ITS modifications due to Toll Gantry locations				4				40	
9. Redesign of signal for McNeil right turn lane				6				60	
10. Additional detailing required at retaining walls				2				6	
11. Modification of OSB from Bent Mount to Ground Mount				4				32	
Misc. Roadway Design (FC 163)									
1. Control of Access Exhibits - For Property Owner & ROW Negotiations				2				24	
2. Roadway Bore Log Exhibit - For Bore Data Consolidation & Review				8				24	
3. Advanced Funding Agreement Exhibit	2			2				8	
4. Frontage Road Cost Estimate & Exhibit	4							24	
5. Analysis and Exhibit of Frontage Road & Bridge Sidewalks	2			4				24	
6. CSJ Application	2							8	
7. Additional Coordination with System Integrator & Alternative Designs Evaluations	4			8				40	
8. O'Connor Cost Evaluation, Memo & Exhibit (Rwall vs Brdg - Property Access)	2			12				16	
9. Microstation & GIS Exhibit for Environmental (Exhibit for BA)	2			4				20	



EXHIBIT D
FEE SCHEDULE

Task	Senior Project Manager	Project Manager	Admin / Clerical	Senior Engineer IV	Senior Engineer III	Senior Engineer II	Senior Engineer I	Engineer I, II, III	So
Specified Rate - Contract Rate	\$152.73	\$129.24	\$67.56	\$208.54	\$155.67	\$140.99	\$108.68	\$93.99	\$
Bridge Design (FC 170)									
1. 4 Large Guide Signs				15	24				
2. Aesthetic drawing for single and multi columns bents				8	16				
3. Modifying slab for Toll Gantry maintenance				8	16				
4. Sign Pole Foundation and rail mounting design				6	12				
5. Bridge Class Culvert modifications				20	30				
6. Design and detail two junction boxes				10	24				
Subtotal	58	0	0	145	160	92	104	508	
Total Labor Hours	58	0	0	145	160	92	104	508	
Total Labor Cost	\$8,858.34	\$0.00	\$0.00	\$30,238.30	\$24,907.20	\$12,971.08	\$11,302.72	\$47,746.92	

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Mileage	100	mi	\$0.49	\$49.00
GPS Equipment Rental	0	es	\$75.00	\$0.00
Courier				
TOTAL EXPENSES				\$49.00

TOTAL COST SUMMARY	
Total Labor	\$162,671.04
Total Expenses	\$49.00
Total	\$162,720.04



WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
TRACKING SPREADSHEET

DESCRIPTION	CONTRACT				AMOUNT
	BASE	SUPP TO BASE	WORK AUTHORIZATION	SUPP TO WORK AUTHORIZATION	DOLLARS
O'Connor Interchange PS&E (Time & Money)	PSA		WA 1		\$1,439,860.5
Concept Report & Memorandum - Alternative Evaluations	PSA	S1	WA 1	S1	\$83,609.20
Time Extension			WA 1	S2	No Change
			WA 1	S3	No Change
O'Connor Interchange PS&E (Time & Money)	PSA	S2			
Identification of Ordinary High Water Mark - Scope added and Scope on hold			WA 2		\$4,659.03
Additional Design Services (Approved to submit to PSI - under development)			WA3		\$162,720.04
TOTALS					\$1,690,848.8