

AGENDA ITEM 36

Consider amending PBS&J Professional Services Agreement to increase compensation cap for Parmer Lane North.

Roger Cisneros of HNTB addressed the court for Mike Weaver, who was out of town. He stated that the compensation cap would be increased to include the development of construction plans for Parmer Lane North from SH 29 to FM 3405. The amendment would increase the cap from \$980,000 to \$3,000,000.

Commissioner Boatright noted that this would be a very large increase, and that this is the first time he has heard about this request.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve amending the PBS&J contract for Parmer Lane North to increase the compensation cap to \$3,000,000 contingent upon Mike Weaver's approval.

Vote: 4 – 1. **Commissioner Boatright voted against the motion.**

< Attachment >

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 between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on March 30, 2002;

WHEREAS, the not-to-exceed fee in Exhibit I, Section 1, Item 1.1 limits the not-to-exceed fee payable under the agreement to \$980,548.00; and,

WHEREAS, the Compensation Cap in Exhibit I, Section 4, Item 4.3 limits the maximum amount payable under the agreement to **\$980,548.00**; 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 1.1 is hereby increased from \$980,548.00 to \$3,000,000.00.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$980,548.00 to \$3,000,000.00.
- 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.

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

ENGINEER:

By: [Signature]
Signature

Keith Jackson, P.E
Printed Name

Vice President
Title

10/14/02
Date

COUNTY:

By: John C. Doerfler
Signature

John C. Doerfler
Printed Name

County Judge
Title

10-75-02
Date

OK
MM 12-14-02

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EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of ~~\$ 980,548.00~~ 3,000,000.00 *KSG 10/10/02*
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 - WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ ~~580,548.00~~ ^{\$3,000,000.00 KAG 10/10/02}, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.
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EXHIBIT II
HOURLY RATES

Classification	Hourly Rate
Principal	\$150.00
Project Manager	\$150.00
SrTrans/Struct Engineer	\$140.00
Sr Engineer	\$130.00
Design Engineer	\$95.00
EIT	\$80.00
Sr Scientist/Sr EnvPlnr	\$100.00
Scientist II/Env Plnr II	\$85.00
Scientist/Env Plnr	\$60.00
Sr RPLS	\$130.00
RPLS	\$95.00
GPS Tech	\$75.00
3 Man Crew	\$125.00
CADD Designer	\$85.00
CADD Operator	\$75.00
Clerical	\$60.00

AGENDA ITEM 37

Discuss and take appropriate action on road bond program.

Roger Cisneros of HNTB submitted the monthly construction report to the court.

No action was taken on this agenda item.

< Attachment >