



PROFESSIONAL SERVICE AGREEMENT ADDENDUM

Public Client  
Addendum No. 01

THIS ADDENDUM to the AGREEMENT, made and entered into \_\_\_\_\_, by and between Post, Buckley, Schuh & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Additional Services described under Item 1 of this Agreement.

CLIENT: \_\_\_\_\_ City of Taylor

PROJECT NUMBER: \_\_\_\_\_ 440371

SHORT TITLE OF MAIN CONTRACT: \_\_\_\_\_ City of Taylor Improvements - Sloan Street

SHORT TITLE OF ADDENDUM: \_\_\_\_\_ Sloan Street

1. DESCRIPTION OF ADDITIONAL PROFESSIONAL SERVICES TO BE PROVIDED BY PBS&J  
(If additional pages are necessary, they are identified as Attachment A):

See Attachment A

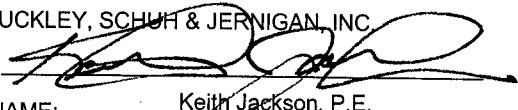
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2. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be  
(If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of \_\_\_\_\_, plus reimbursable costs.
- A Lump-Sum charge of \$ \_\_\_\_\_, plus out-of-pocket expenses.
- Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.
- In accordance with the provisions for additional services compensation set forth in the aforementioned Agreement.
- Other - See Attachment B

IN WITNESS WHEREOF, this Addendum is accepted on the later date written below, subject to the terms and conditions above stated, and the aforementioned Agreement.

CLIENT: \_\_\_\_\_ City of Taylor

POST, BUCKLEY, SCHUH & JERNIGAN, INC  
SIGNED: 

SIGNED: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_ Keith Jackson, P.E.

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_ Vice President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Distribution: Copy 1 - PBS&J; Copy 2 - Client; Copy 3 - PBS&J Accounting

## ATTACHMENT A

### CITY OF TAYLOR – SLOAN STREET SCOPE OF SERVICES ADDENDUM No. 1

#### Basic Scope of Services

PBS&J was contacted by the City of Taylor to reinitiate the development and completion of the construction documents for Sloan Street. This work will include the following basic scope of services:

- *Final Design Phase –*
  - *Project Startup –*
    - PBS&J will review all previously prepared documents and design files to reacquaint itself with the project.
    - PBS&J has retrieved all files from off-site in order to proceed with completion of the construction documents.
    -
  - *Site Visit –* PBS&J staff will visit the site to meet with the City of Taylor staff to kickoff the final design, and compare the current conditions to those shown on the previously developed plans.
  - *Additional Design Services –* PBS&J will incorporate the alternate methods of construction as indicated in the preliminary cost estimates prepared above plus additional items discussed in the site visit on April 23, 2003. These items include the following:
    - *Cost Estimates –* PBS&J has developed four (4) preliminary construction cost estimates for the development of Sloan Street. The estimates included one (1) estimate for the original design and three (3) estimates for alternate construction methods. These estimates were provided to the City of Taylor in digital format.
    - Extending side street improvements approximately 30-feet past the proposed curb returns.
    - Add storm drainage between S.H. 79 and 4<sup>th</sup> Street.
    - Add a 4-foot sidewalk on the west side of Sloan Street.
    - Quantify the effects of the pavement width on existing trees and adjust alignment as necessary.
    - Modify the wastewater system design from 4<sup>th</sup> Street to the wastewater manhole located approximately 300-feet south of S.H. 79. This item will include coordination of the wastewater improvements across S.H. 79 with TxDOT's proposed improvements.
- *Additional Survey Work –* PBS&J will survey areas identified at the on-site meeting attended by the City of Taylor and PBS&J on April 21, 2003. The areas, or items, to be surveyed are as follows:
  - Survey the driveway, curb & gutter, utilities, fencing and other improvements associated with the apartment complex located on the west side of Sloan Street north of 4<sup>th</sup> Street.
  - Survey flow lines going in and out of all wastewater manholes, including the manhole located approximately 300-feet south of S.H. 79.
  - Locate driveways and corners of each building between S.H. 79 and 3<sup>rd</sup> Street. The buildings appear to be placed at the right-of-way line.

- Survey the right-of-way from the north side of S.H. 79 to the existing wastewater manhole located approximately 300-feet south of S.H. 79..
- *Construction Phase Services* – The City of Taylor has informed PBS&J that the city will be providing construction administrative services; therefore, the *Construction Phase Services* is being removed from the contract. PBS&J will provide construction phase services on an hourly basis as requested by the City. PBS&J's hourly rates are attached to this addendum as requested.
- *Record Drawings* – PBS&J will prepare record drawings from as-built markups provided by the contractor at the completion of the project. Upon completion, the record drawings will be submitted to the City of Taylor.
- *Preconstruction Public Meeting* – PBS&J will attend the preconstruction public meeting to assist the City of Taylor with initiation of the construction project.
- *Reimbursable Expenses* – Reimbursable expenses include travel expenses, courier services, printing, and reproduction costs.

The fees for providing the described services for the existing and new tasks are further described in Attachment B.

### **Exclusions**

- Flow projections or hydraulic analysis on the wastewater system being connected into.
- Any modifications to the construction plans due to lack of available data on existing underground utilities.

**ATTACHMENT B**

**CITY OF TAYLOR – SLOAN STREET  
COMPENSATION SCHEDULE  
ADDENDUM No. 1**

Task Description	Original Fee	Additional Fee	Total Fee	Previous Billing	Remaining Budget
Preliminary Engineering Fee	\$ 21,600	\$ 0	\$ 21,600	\$ 21,600	\$ 0
Final Design Phase	64,700	0	64,700	54,348	10,352
Project Restartup	0	16,450	16,450		16,450
Site Visit	0	3,000	3,000		3,000
Additional Design Services	0	13,200	13,200		13,200
<b>Total Final Design Phase =</b>	<b>64,700</b>	<b>32,650</b>	<b>97,350</b>	<b>54,348</b>	<b>43,002</b>
Additional Survey Work	0	4,000	4,000		4,000
Bidding and Negotiation Phase	5,400	0	5,400		5,400
Construction Phase	16,100	-16,100	0		0
Record Drawings	0	3,000	3,000		3,000
Preconstruction Public Meeting	0	1,500	1,500		1,500
Reimbursable Expenses	0	1,500	1,500		1,500
<b>Total Fee =</b>	<b>\$ 107,800</b>	<b>\$ 26,550</b>	<b>\$ 134,350</b>	<b>\$ 75,948</b>	<b>\$ 58,402</b>

Notes:

1. Total Compensation for all tasks is Lump Sum and will be invoiced on a percent complete basis at the end of each month.
2. The total Additional Fee includes a deduct of \$16,100 for Construction Phase services.
3. PBS&J will provide construction phase services on a Time & Materials basis as requested by the City. PBS&J's standard Rate Schedule is attached to this addendum.

## STANDARD RATE SCHEDULE

### PERSONNEL:

Personnel cost is reimbursed based on a multiplier of 2.5 applied to direct personnel expense. Direct personnel expense for each employee is based on the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service. Ranges of hourly direct personnel expense by personnel classification are as follows:

Principal / Director	\$ 50.00 to \$ 100.00
Senior Engineering Staff	\$ 29.00 to \$ 85.00
Engineering Staff	\$ 19.00 to \$ 55.00
Senior Scientist	\$ 23.00 to \$ 70.00
Scientist	\$ 13.00 to \$ 40.00
Senior Survey Staff	\$ 28.00 to \$ 55.00
Survey Staff	\$ 15.00 to \$ 31.00
Senior Technical Support	\$ 20.00 to \$ 48.00
Technical Support	\$ 11.00 to \$ 28.00
Lab Technicians	\$ 8.00 to \$ 30.00
Senior Clerical / Administration	\$ 24.00 to \$ 45.00
Clerical / Administration	\$ 9.00 to \$ 32.00

### SURVEY FIELD CREWS:

Survey field crews and equipment will be provided at the following fixed hourly rates:

Two-man Field Crew	\$ 95.00 per hour
Three-man Field Crew	\$ 120.00 per hour
Four-man Field Crew	\$ 145.00 per hour
Additional Rodman, Chainman, or Flagman	\$ 25.00 per hour
G.P.S. Static Receivers	\$ 160.00 per day per receiver
G.P.S. RTK System	\$ 400.00 per day

There is no mileage charge when the job site is within 50 miles of the office from which the survey crew originates. OSHA 29 CFR 1910.120 certified field and office personnel are available upon request at an additional cost.

### REIMBURSABLE COSTS:

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge as described in the contract and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

### PROCEDURES AND PAYMENTS:

PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.