

**CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES**

**Construction Materials Testing and Inspection for the Williamson County Regional
Animal Shelter Expansion Project ("Project")**

This Contract Amendment No. 1 to Williamson County Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kleinfelder, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective January 10, 2018, wherein Engineer agreed to perform certain professional engineering services, to-wit: Construction Materials Testing and Inspection for the Williamson County Regional Animal Shelter Expansion Project;

WHEREAS, County desires to engage Engineer to provide continuing engineering services for Construction Materials Testing and Inspection that are in addition to and beyond the overall scope of the Engineering Services set forth in the Contract (herein referred to as "Additional Engineering Services");

WHEREAS, this Amendment No. 1 provides a description of the scope of Additional Engineering Services, as well as increasing the Compensation Cap in Contract from \$33,188.00 to \$60,000.00 to provide funding for such Additional Engineering Services; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Scope of Additional Engineering Services

Engineer hereby agrees to provide the following Additional Engineering Services:

- Additional soil technician visits as requested;

- Additional reinforcing steel and concrete inspection/testing visits, sample pick-up and concrete cylinders due to contractor's approach and scheduling of construction sequences (including overtime);
- Additional project management and administrative time for the Additional Engineering Services;
- Additional soils observation or testing;
- HMAC services will be requested and may include the following:
 - Observe and document rolling patterns during asphalt placement and collect one bag sample during each placement for laboratory testing; and
 - Obtain drilled asphalt cores for thickness confirmation, and in-place density vs. laboratory theoretical unit weight.
- Additional project management

II. Amendment to Article 5 - Compensation and Expenses

County and Engineer agree that Article 5 – Compensation and Expenses of the Contract shall be amended as follows:

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **sixty thousand and no/100 Dollars (\$60,000.00)** (the "Compensation Cap"), 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. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient

detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

III. Terms of Contract Control and Extent of Amendment No. 1

All Additional Engineering Services described herein will be performed in accordance with the terms and conditions of the Contract. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:

Kleinfelder, Inc.

COUNTY:

Williamson County, Texas

By: Orlando Boscan

Printed Name: ORLANDO BOSCAN

Title: PROJECT MANAGER

Date: SEPTEMBER 11, 2018

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____