

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 ("Project")

THIS CONTRACT AMENDMENT NO. 5 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The hourly rates in the original Exhibit D are hereby amended for the addition of the following field verification and utility monitoring subconsultants to support onsite utility relocations, as shown in the attached (must be attached):
 - a. Anderson Infrastructure, LLC
 - b. Texas Utility Coordination, LLC

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Sandra G. Khoury_____

Signature

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

August 29, 2024

Date

COUNTY:

By: _____

Signature

Printed Name

Title

Date

EXHIBIT D

RATE SCHEDULE

Anderson Infrastructure, LLC
Effective August 2024

UTILITY COORDINATION & FIELD INVESTIGATIVE SERVICES

Sr. Technical Advisor\$246.89/HR
Utility Coordinator\$110.00/HR

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead utilities when poles note survey (QL-D) \$0.55/LF
Overhead Utilities when poles surveyed (QL-C)..... \$0.75/LF
Designated Utilities (QL-B)..... \$1.75/LF

Test Holes (QL-A)

- 0-5 Feet\$1,300.00/EA
- 5-8 Feet\$1,500/EA
- 8-13 Feet\$1,900.00/EA
- Coring \$400/Core

2 Person Designation Crew with Equipment\$150.00/HR
2 Person Vacuum Excavation Crew with Equipment\$360.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Texas Utility Coordination, LLC

Effective August 2024

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Utility Coordinator.....	\$201.92/HR
Utility Inspector	\$132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for ALL Urban Consumers, AL Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective June 2019

Senior Project Manager	\$235.00/HR
Senior Engineer	\$195.00/HR
Project Engineer III	\$170.00/HR
Project Engineer II	\$150.00/HR
Project Engineer I	\$125.00/HR
Senior Technician	\$145.00/HR
Technician III	\$125.00/HR
Technician II	\$115.00/HR
Technician I	\$95.00/HR
Licensed State Land Surveyor	\$235.00/HR
Registered Professional Land Surveyor	\$170.00/HR
4 Person Field Services Crew	\$190.00/HR
3 Person Field Services Crew	\$170.00/HR
2 Person Field Services Crew	\$145.00/HR
1 Person Field Services Crew	\$120.00/HR
2 Person Hy-Drone Crew	\$340.00/HR
2 Person UAV Drone Crew	\$235.00/HR
Senior Field Construction Observer	\$155.00/HR
Field Construction Observer	\$110.00/HR
Senior Utility Specialist	\$155.00/HR
Utility Specialist	\$125.00/HR
GIS Manager	\$170.00/HR
GIS Analyst	\$120.00/HR
Right-of-Way Project Manager	\$235.00/HR
Right-of-Way Agent	\$140.00/HR
Administrative	\$105.00/HR
Clerical	\$80.00/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	\$110.00/HR
Two-Man Designating Crew (4-Hour Minimum)	\$170.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.)	\$295.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$315.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$260.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	\$280.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.)	At Cost

EXHIBIT D

RATE SCHEDULE *(continued)*

Cobb, Fendley & Associates, Inc.
Effective June 2019

SUBSURFACE UTILITY ENGINEERING (continued)

Designation & Traffic Control Vehicles.....	\$3.50/Mile
Location Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm).....	At Cost
Courier, Special Equipment Rental.....	At Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Title Plant Charges.....	At Cost
Other Misc. Expenses Related to the Project.....	At Cost
In-House Reproduction:	
• Copies (Up to 11" x 17").....	\$0.15/Each
• Color Prints (Up to 11" x 17").....	\$1.50/Each
• Color Prints (Larger than 11" x 17").....	\$3.00/Sq. Ft.
• Bluelines (All Sizes).....	\$1.00/Each
• Bond Prints (All Sizes).....	\$2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE *(continued)*

Hydro Spy, LLC
Effective June 2019

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	\$1,120.00/day
Pot Hole & Trench Excavations w/Backfill	\$3,820.00/day

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE

GGE Design and Consulting, LLC
Effective March 2023

UTILITY COORDINATION & ENGINEERING

Project Manager	\$193.20/HR
Sr. Project Engineer	\$151.20/HR
CAD Technician	\$73.50/HR
Sr. CAD Technician.....	\$98.70/HR
Administrative.....	\$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for ALL Urban Consumers, AL Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.