

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 Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Alba Consulting, Inc *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on July 8, 2008;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1 limits the maximum amount payable under the work authorization to \$ 666,498.93 ; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 2,482,806.16 ; 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. I is hereby increased from \$ 582,040.00 to \$ 2,732,806.16.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 2,482,806.16 to \$ 2,732,806.16.
- 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

Jesse C. Alba

Printed Name

President

Title

9/29/2010

Date

COUNTY:

By: _____

Signature

DAVID A. GATTI

Printed Name

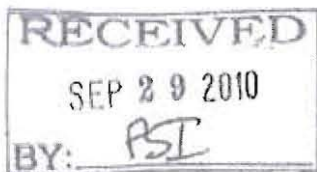
County Judge

Title

10-06-2010

Date

OK
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Project Name: Utility Coordination Management

ATTACHMENT A
SUPPLEMENTAL NO. 1 TO
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 Alba Consulting, Inc. (the "*Engineer*").

Part 1. The *Engineer* will provide the following engineering services:

See ALBA08 - Utility Coordination Services or latest edition.

Part 2. The maximum amount payable for services under this Work Authorization #3 without modification has been increased by \$250,000.00 making the new total authorized amount \$916,498.93.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

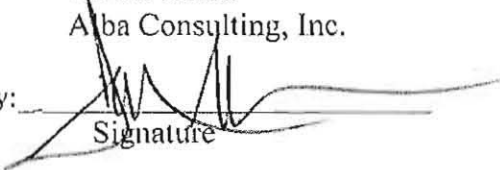
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/31/2010, unless extended by a Supplemental Work Authorization.

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

Project Name: Utility Coordination Management

ATTACHMENT A (con't.)


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

ENGINEER:
Alba Consulting, Inc.
By: 
Signature

Jesse C. Alba
Printed Name

President
Title

9/29/2010
Date

COUNTY:
Williamson County, Texas
By: 
Signature

Dan A. Gattis
Printed Name

County Judge
Title

10-06-2010
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)*

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