

**FIRST AMENDMENT TO**  
**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**THIS FIRST AMENDMENT TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES**, hereinafter “First Amendment”, is entered into effective as of the date of the last party’s execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter “County”, and **ECS Southwest, LLP**, hereinafter “Firm”.

**RECITALS**

**WHEREAS**, County and Firm executed that certain agreement entitled Contract for Engineering Services, hereinafter the “Contract”, which became effective as of December 21, 2017, for Construction Materials Testing and Inspection for the Brush Creek Trail at Champions Park Project;

**WHEREAS**, it has become necessary to amend the Contract to correct and amend Exhibit “D” – Rate Schedule of the original Contract;

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

**AGREEMENTS**

1. **Exhibit “D” of the Contract** shall be supplanted and amended by the attached **Exhibit “D”**, which is attached hereto and incorporated herein for all purposes.
2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this First Amendment are the valid, binding and enforceable obligations of such party.
3. 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.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

Williamson County, Texas:

ECS Southwest, LLP, doing business by  
and through its General Manager,  
Engineering Consulting Services, Ltd.:

By: Cynthia Long  
Signature

By: Robert L. Mashewski  
Signature

Cynthia Long  
Printed Name

Robert L. Mashewski, PE  
Printed Name

Commissioner Pct. 2  
Title

Regional Vice President / Branch Manager  
Title

May 22, 2018  
Date

May 3rd, 2018  
Date

# Exhibit “D”

## RATE SCHEDULE

### FIELD SERVICES UNIT RATE

1. Certified Engineering Technician	\$ 48.00/hour
2. Structural Steel Inspector (AWS/CWI)	\$ 75.00/hour
3. Nuclear Gauge Fee	\$ 50.00/trip
4. Field Lime Sieve Analysis/Gradation	\$ 50.00/each
5. Field Lime Depth Check	\$ 50.00/each
6. Vehicle Trip Charge	\$ 35.00/trip

### ENGINEERING/ADMINISTRATIVE SERVICES

1. Project Engineer/Manager	\$ 95.00/hour
2. Principal Engineer	\$ 150.00/hour

### LABORATORY and RELATED SERVICES

1. Compressive strength testing, curing & disposal of concrete cylinders	\$ 14.00/each
2. Moisture/Density Relationships ASTM/TxDOT	\$ 175.00/each
3. Atterberg Limits Tests	\$ 65.00/each
4. Washed Sieve Analysis/Gradation	\$ 85.00/each
5. Asphalt Extraction/Gradation	\$ 225.00/each
6. Maximum Theoretical Specific Gravity	\$ 55.00/each
7. Molding, Density, and Hveem Stability (set of 3)	\$ 175.00/each
8. Asphalt Coring Equipment	\$ 60.00/each
9. Density and Thickness of Asphalt Cores	\$ 45.00/each

Firm’s field services will be rendered from its office in Austin, Texas, as on-site and travel time plus a transportation fee of \$35.00 per trip to cover mileage related expenses. There will be a minimum charge of 4 hours for field related services. Firm’s unit rates are based on a normal 8 hour work day, Monday through Friday, between the business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. **Scheduling should occur prior to 3:00 p.m. on the day before services are required.**

**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.