

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

**Williamson County Jail Facility Plumbing and HVAC Design, Bid
Assistance and Construction Administration Services ("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 Talex, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective February 26, 2015, wherein Engineer agreed to perform certain professional engineering services in connection with the Williamson County Jail Facility Plumbing and HVAC Design, Bid Assistance and Construction Administration Services ("Project");

WHEREAS, County desires to engage Engineer to provide continuing engineering services for design, investigation, construction administration and consulting 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, increases the Compensation Cap in Contract from \$250,000.00 to \$475,000.00 to provide funding for such Additional Engineering Services and amends Exhibit "D" – Rate Schedule; 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:

1. Replace existing Chilled Water Pipe insulation in the South Jail (1st, 2nd, 3rd Floor);
2. Replacement of Suspended Ceilings on 2nd & 3rd floors;

3. Upgrade light fixtures in new ceiling areas to LED;
4. Upgrade lighting in Loading Dock area;
5. Relocate Fan Coil unit in Chief Rahl's office to hallway and modify existing duct;
6. Repair hot water link on 2nd floor;
7. Replace PVC sewer piping above Crime Lab with cast iron;
8. Upgrade / Replace Sally Port Drive lighting;
9. Install Stainless Steel Countertops caps to existing counters at: Booking, Medical & Control;
10. Add card readers at nine doors in the Sheriff's Office Administration Area (optional – may be included as an alternate bid);
11. Correct remaining North Jail Hot Water Circulation Loop issues not addressed in prior work - Check valves at pod mixing valves, remove small pod recirculation pumps, pod return currently tied to tempered water;
12. Replace existing touch screen jail door control and monitoring systems in Master Control, 2nd Floor North & South and 3rd Floor North & South for a total of six rooms. Integration of the existing CCTV & intercoms system with option to link intercoms selection to camera call up;
13. Add man traps including six slider devices with frames and one swing door at designated locations;
14. Install fence and gates at each end of the alley between the Justice center and Jail buildings. Automatic folding gates with controls at Central Control Room and/or a guard shack which would be constructed as part of the project. (optional – may be treated as an alternate bid);
15. Resolve existing roof drainage problems in the Courts building causing crawl space flooding and run-off issues
16. Other miscellaneous small scope projects required in the jail facilities, as defined and directed by Owner;
17. Creation of project documentation;
18. Assistance to the County in qualifying and selecting contractors; and
19. Construction administration services during construction.

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 **four hundred seventy-five thousand and no/100 Dollars (\$475,000.00)** (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. Amendment to Exhibit "D" – Rate Schedule

The Rate Schedule under Exhibit "D" of the Contract is hereby amended and supplanted with the Rate Schedule set out in Attachment "A", which is attached hereto and incorporated herein for all purposes.

IV. 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.

Engineer:

Talex, Inc.

By: T.R. Alexander

Printed Name: Thomas R. Alexander

Title: President, Talex, Inc.

Date: September 10, 2018

COUNTY:

Williamson County, Texas

By: [Signature]

Printed Name: DAN X GATTON

Title: (Court) Judge

Date: 09-18, 2018

Attachment “A”

The following Rate Schedule shall amend and supplant the original Rate Schedule under Exhibit “D” of the Contract:

Talex Engineers:

Principal:	\$200.00 per hour
Senior Engineer:	\$150.00 per hour
Staff Engineer/Sr. Designer:	\$130.00 per hour
Designer/Drafter:	\$100 .00 per hour

CP&Y Architects:

Managing Architect:	\$180.00 per hour
Architect:	\$170.00 per hour
Architect Intern:	\$150.00 per hour
Sr. Technician:	\$110.00 per hour
CAD Technician:	\$100.00 per hour

IMEG Security Consultants:

Sr. Engineer	\$200.00 per hour
Sr. Designer	\$150.00 per hour
Sr. CAD Technician	\$100.00 per hour

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.