# CONTRACT AMENDMENT NO. \_\_6\_ TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

## WILLIAMSON COUNTY ROAD BOND PROJECT: Forest North Drainage Improvements ("Project")

THIS CONTRACT AMENDMENT NO. \_\_6\_\_ 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 <u>K Friese + Associates, Inc.</u> (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 \_\_August 21, 2013\_ (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 not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to \$675,000.00; and,

WHEREAS, the "Compensation Cap" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$675,000.00; 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 not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$675,000.00 to \$775,000.000.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$675,000.00 to \$775,000.00.
- III. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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.

By: M. Os Signature	By: Signature
Thomas M. Owens, P.E. Printed Name	Bill Gravel Jr.
Executive Vice President Title	County Judge Title
Z7 APR ZO Date	5/5/20 Date
	04/27/2020

# EXHIBIT D – RATE SCHEDULE K FRIESE & ASSOCIATES, INC.

## K Friese & Associates

Principal / Senior Technical Advisor Senior Project Manager	\$350.00 \$250.00
Quality Manager	\$240.00
Senior Engineer	\$225.00
Project Engineer	\$185.00
Design Engineer	\$150.00
Engineer-In-Training	\$125.00
Senior CAD Operator	\$120.00
CADD Operator	\$100.00
Senior Engineer Tech	\$130.00
Engineer Tech	\$125.00
Admin/Clerical	\$90.00
Senior GIS Operator	\$130.00
GIS Operator	\$125.00
GIS Technician	\$110.00

## **Direct Expenses**

In-house Photocopies B/W (8 1/2" X 11	\$0.16/page
In-house Photocopies Color (8 1/2" X 11")	\$0.75/page
In-house Photocopies B/W (11" X 17")	\$0.32/page
In-house Photocopies Color (11" X 17")	\$1.50/page
In-house Plots (B/W on Bond)	\$0.75/sf
In-house Plots (Color on Bond)	\$1.75/sf
In-house Large Format Plotting	\$2.50/sf
In-house Mounting of Large Exhibits	\$10.00/sf

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. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

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

# EXHIBIT D – RATE SCHEDULE K FRIESE & ASSOCIATES, INC.

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.

## INLAND GEODETICS, LLC

THRU 2020

### SURVEY HOURLY RATE SCHEDULE

## **Field Crew Services**

Two (2) Person Field Crew	\$150.00 per hour
Three (3) Person Field Crew	\$170.00 per hour
Four (4) Person Field Crew	\$190.00 per hour
Additional Crewmember	\$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	\$120.00 per hour
All Terrain Vehicle	\$ 55.00 per day
Additional Vehicle	\$ 60.00 per day

#### **Office Personnel Services**

Office personnel are available at fixed hourly rates.

Project Manager \$140.00 per hour
Licensed State Land Surveyor \$150.00 per hour
Registered Professional Land Surveyor \$135.00 per hour
Survey Technician \$102.00 per hour
Clerical Support \$58.00 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. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

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.