

**CONTRACT AMENDMENT NO. 3**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT: RM 2243 (“Project”)**

THIS CONTRACT AMENDMENT NO. 3 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 BGE, 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 January 14, 2020 (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 \$6,700,000.00; 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 of the Contract are hereby amended as shown in the attached revised Rate Schedule.

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:**

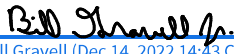
By:   
Signature

Eric Busker, PE  
Printed Name

Director  
Title

12/06/2022  
Date

**COUNTY:**

By:   
Bill Gravell (Dec 14, 2022 14:43 CST)  
Signature

Bill Gravell  
Printed Name

County Judge  
Title

Dec 14, 2022  
Date



12/8/2022

## EXHIBIT D - RATE SCHEDULE

**RM 2243**

[illegible]

<b>DIRECT EXPENSES (All Consultants)</b>	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	\$0.15
Photocopies B/W (11x17)	\$0.25
Photocopies Color (8.5x11)	\$0.75
Photocopies Color (11x17)	\$1.25
Foam Board Exhibit (36x48)	\$100.00
Color Graphics on Foam Board	\$18.00
Presentation Boards – up to 48”x60” color mounted	\$200.00
Outside Printing – Reports (includes labor and supplies)	\$50.00
Report Binding and Tabbing (includes labor and supplies)	\$15.00
Reproduction of CD/DVD	\$5.00
CD’s/DVD’s	\$1.00
Cardstock Color (8.5”x11”)	\$0.50
Notebooks	\$10.00
4:x5: Digital Color Print	\$0.50
Bond Paper Plot (Blueline/Blackline)	\$.25
Card Stock Color (8.5x11)	\$1.10
Blueline Prints (23x36)	\$0
Plots (B/W on Bond)	\$1.00
Plots (Color on Bond)	\$2.50
Plots (Color on Photographic Paper)	\$9.00
Laminations	\$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy



Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	\$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	\$125.00
Aerial Photographs (1" = 5' scale)	\$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	\$400.00
FEMA Maps	\$25.00
Hazardous Materials Database Search	\$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	\$2,250.00
Maps and Map Records	\$100.00
Environmental Database Search	\$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	\$40.00
TARL Curation Fee	\$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	\$50.00
Noise Meter Rental	\$100.00
Railroad – Flagger (service provided by RR)	\$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of \$1 Million required by RR	\$3,500.00
Railroad – Permit	\$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	\$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	\$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	\$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	\$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel)	\$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	\$400.00
Flashing Arrow Board	\$300.00
Portable Message Board	\$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	\$1,000.00
GPS Daily Rental	\$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	\$50.00
Hydrographics Sonar Equipment	\$1,000.00
Maps Records	\$6.00
Certified Deeds Copies	\$5.00
GPS RTK (rates applied to actual time GPS units are in use)	\$30.00
GPS Static (rates applied to actual time GPS units are in use)	\$30.00
Fathometer	\$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	\$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	\$290.00
Noise Meter Rental	\$800 Per Each
Hazardous Materials Database Search	\$1,480 Per Each

**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**

**RM 2243**

Approved January 14, 2020

<b>AmaTerra Environmental, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$251.00
Project Manager	\$145.00
Historical Architect/Historian IV	\$143.00
Historical Architect/Historian III	\$119.00
Historical Architect/Historian II	\$89.00
Historical Architect/Historian I	\$68.00
Archeologist VI/Sr. Principal Investigator (PI)	\$131.00
Archeologist V/Associate PI	\$96.00
Archeologist IV/Field Director	\$94.00
Archeologist III/Project Archeologist	\$85.00
Archeologist II/Crew Chief	\$74.00
Archeologist I/Field Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician	\$76.00
Admin/Doc Production Supvr	\$86.00
Editor	\$77.00
Clerical	\$56.00

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**RM 2243**

Approved January 14, 2020

<b>Binkley and Barfield, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$285.00
Sr Project Manager	\$260.00
Sr Engineer	\$201.00
Project Engineer	\$170.00
Design Engineer	\$145.00
EIT	\$130.00
Production Manager	\$213.00
Sr CADD /Designer	\$141.00
CADD/Designer	\$127.00
CADD Technician	\$104.00
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	\$89.00
Clerical / Administrator	\$83.00
3D Modeling (Per day)	\$810.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

Corsair		Approved January 14, 2020
CATEGORY	RATE	
Principal	\$271.00	
Senior Project Manager	\$271.00	
Project Manager	\$240.87	
Senior Engineer	\$180.66	
Project Engineer	\$165.59	
Design Engineer	\$143.01	
Engineer In Training	\$105.37	
Senior Engineer Tech	\$82.80	
Engineer Tech	\$46.97	
Admin/Clerial	\$72.28	
DIRECT EXPENSES		
Mobilization and Demobilization (LS)	\$500	
Support Vehicle (per day)	\$250	
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	\$28	
Rock Coring (per foot)	\$42	
TCP Tests (at 5ft intervals) (ea)	\$15	
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	\$8	
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy	
Moisture Content (ASTM D2216) ea	\$10	
Atterberg Limits (ASTM 4318) ea	\$80	
Percent Passing No. 200 Sieve (ASTM D1140) ea	\$42	
Sieve Analysis (ASTM D4222) ea	\$95	
Unconfined Compressive - Soil (ASTM D2166) ea	\$70	
Unconfined Compressive - Rock (ASTM 7012) ea	\$75	
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	\$1400	
Consolidation, Incremental Loading (ASTM 2435) ea	\$500	

Corrosion Suite (Sulfates, Chlorides, and PH) ea	\$175
Resilient Modulus (RM), Minimum of 4 tests ea	\$650
Standard Proctor (ASTM 698) ea	\$250
Utility Locates (per boring) ea	\$25
Traffic Control (per boring) ea	\$2300
Sample Storage (per month)	\$500
California Bearing Ratio (Single sample without MD Curve)- ASTM D1883 (per each)	\$350.00
Concrete / AC Patch- (per patch)	\$200.00
Determine Chloride and Sulfate and Sulfate Content in Soils Tex- 620-J (per each)	\$550.00
Approved October 25, 2022	

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>HDR Engineering, Inc.</b>	
<b>CATEGORY</b>	<b>RATE</b>
Project Manager	\$280.00
Senior QC Reviewer	\$280.00
Value Engineering Facilitator	\$271.00
Value Engineering Assistant	\$95.00
Admin/Clerical	\$85.00

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

Inland Geodetics		Approved January 14, 2020
CATEGORY	RATE	
RPLS Project Manager	\$203.46	
RPLS Task Leader	\$155.58	
Senior Survey Tech	\$113.70	
Survey Tech	\$104.72	
Senior GIS Operator	\$113.70	
GIS Operator	\$92.75	
GIS Technician	\$83.78	
Flagger	\$56.85	
Abstractor	\$68.82	
Survey Field Crew (1-Person)	\$105.00	
Survey Field Crew (2-Person)	\$160.00	
Survey Field Crew (3-Person)	\$180.00	
Survey Field Crew (4-Person)	\$205.00	
ROW Documents (Per Parcel)	\$5,800.00	

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>JMT</b>		Approved January 14, 2020
<b>CATEGORY</b>	<b>RATE</b>	
Senior Advisor	\$235.00	
Senior Project Manager	\$225.00	
Senior Professional 2	\$210.00	
Senior Professional 1	\$185.00	
Professional 2	\$160.00	
Senior Engineering Technician	\$155.00	
Professional 1	\$125.00	
Engineering Technician	\$120.00	
Admin/Clerical	\$68.00	

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## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>RPS</b>		Approved January 14, 2020
<b>CATEGORY</b>	<b>RATE</b>	
Principal	\$300	
Project Director	\$280	
Senior Project Manager	\$230	
Project Manager	\$180	
Senior Project Engineer	\$170	
Senior Designer	\$150	
Project Engineer	\$140	
Associate Engineer	\$110	
Designer/CAD Tech	\$100	
Environmental Department Manager	\$284	
Senior Environmental Planner	\$267	
Environmental Scientist	\$153	
Environmental Planner I	\$105	
Environmental Planner II	\$117	
Environmental Planner III	\$216	
Senior Biologist	\$252	
Biologist	\$180	
Project Accountant	\$100	
Project Administrator	\$90	
Administrative Assistant	\$80	

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SAM, LLC RATE SCHEDULE September 23, 2019

Approved January 14, 2020

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**SURVEYING SERVICES:**

Principal	\$215.00 per hour
RPLS Project Manager	\$175.00 per hour
RPLS Task Leader	\$158.00 per hour
Senior Survey Technician	\$98.00 per hour
Survey Technician	\$89.00 per hour
2-Person Survey Crew	\$140.00 per hour
3-Person Survey Crew	\$165.00 per hour
Administration / Clerical Support	\$68.00 per hour

**SURVEY EQUIPMENT:**

GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day

**GEOSPATIAL SERVICES:**

Principal	\$215.00 per hour
Senior Project Manager	\$205.00 per hour
Project / Acquisition Manager	\$165.00 per hour
Pilot	\$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	\$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	\$325.00 per hour
Photogrammetrist / Project Lead	\$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	\$98.00 per hour
LiDAR / Photogrammetry Technician	\$95.00 per hour

**GEOSPATIAL EQUIPMENT:**

Aerial LiDAR System 1560I (Equipment Only)	\$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	\$700.00 per hour
Mobile Mapping System	\$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00 per hour
HDS Laser Scanner	\$100.00 per hour
High Rail Equipped Vehicle	\$10.00 per hour
Weather Station	\$10.00 per hour
Oblique HD Camera System – Manned Aircraft	\$30.00 per hour
Video Camera System – Manned Aircraft	\$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	\$100.00 per hour
Helicopter (Turbine Engine Powered)	\$1,450 per hour
Helicopter (Reciprocal Engine Powered)	\$850.00 per hour
Fixed Wing Twin Engine	\$960.00 per hour
Fixed Wing Single Engine	\$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	\$150.00 per hour
M600 UAS Standby – Video / Still Photos	\$75.00 per hour
VAPOR Unmanned Aerial System – IR / Corona / LiDAR	\$500.00 per hour
VAPOR UAS Standby – IR / Corona / LiDAR	\$200.00 per hour



GPS Receiver (Equipment Only)  
Geospatial Work Station

\$25.00 per hour  
\$15.00 per hour

#### **SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:**

Principal	\$225.00 per hour
Sr. Project Manager	\$190.00 per hour
Project Manager	\$175.00 per hour
Sr. Engineer (PE)	\$161.00 per hour
Engineer	\$130.00 per hour
Graduate Engineer	\$110.00 per hour
Senior Utility Coordinator	\$159.00 per hour
Utility Coordinator	\$136.00 per hour
Jr. Utility Coordinator	\$110.00 per hour
Sr. Engineer Tech	\$120.00 per hour
Engineer Tech	\$99.00 per hour
Field Coordinator (Not Including Office Support)	\$110.00 per hour

#### **VACUUM EXCAVATION SERVICES**

DESCRIPTION	UNIT	RATE
<b>VAC CREW RATE</b> (includes 1 Unit with 2-Man Crew)	PER HOUR	\$258.00
<b>OVERTIME RATE</b> (Weekends & work exceeding 8 hours per day)	PER HOUR	\$277.00
<b>MOBILIZATION</b>	PER HOUR	\$157.00
<b>BACKFILL MATERIAL</b> (Delivered to site if hydro vac)	CU YARD	Cost plus 10%
<b>BACKFILL LABOR</b> (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	\$89.00
<b>CHASE TRUCK</b> (required for safety and/or materials)	PER HOUR	\$21.00
<b>TRAFFIC CONTROL</b> (standard cones and warning signs)	PER DAY	\$104.00
<b>*PER DIEM</b> (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

\*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.

See Also “**SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES**”

**SUE OTHER DIRECT COSTS:**

Ground Penetrating Radar (Adder to Designating Crew Rate)	\$415.00 / Day	
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	\$37.00 / Day	
Flashing Arrow Board, warning signs w/stands and traffic cones	\$40.00 / Day	
Geophysical Locating Equipment	\$21.00 / Day	
GPS Receiver	\$26.00 / Day	
ATV or Utility Vehicle	\$78.00 / Day	
Environmental Supplies (Paint, Flags, Lath, Stakes)	\$26.00 / Day	
Coring Rig	\$366.00 / Day	
Agency As-built Information (Reproduction) Fees	\$10.00 / Copy	
Additional Vehicle (Required for safety or materials)	\$209.00 / Day	
Mobilization/Demobilization Fee (Less than 200 miles)	\$600.00 each	
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	\$1130.00 each	
Mobilization/Demobilization Fee (Greater than 400 miles)	\$3.13 per mile	
Ground Target (Includes paint, panel material, etc)	\$25.00 each	Approved 4/21/2020
Primary Control Monument materials/supplies	\$90.00 each	Approved 4/21/2020

Metered Water for Hydro-Vac Services	At Cost plus 10% Per Vendor
Reimbursement Policy	
Imported or Select Backfill Material	At Cost plus 10% Per Vendor
Reimbursement Policy	
Flowable Fill Backfill Material	At Cost plus 10% Per Vendor
Reimbursement Policy	
Hydro Vac Spoils Containment & Processing	At Cost plus 10% Per Vendor
Reimbursement Policy	
Specialized Traffic Control	At Cost plus 10% Per Vendor
Reimbursement Policy	
Excavation/Designating Permit Fees	At Cost plus 10% Per Vendor
Reimbursement Policy	
Other SUE related Activities	At Cost plus 10% Per Vendor
Reimbursement Policy	

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.

**SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:**



Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client at cost plus 10% based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

#### **Pothole or Test Hole Option:**

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

#### **UNDERSTANDING OF SUE SERVICES:**

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client at cost plus 10%.





2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.

**Travel:**

Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

**Purchased Services:**

All purchased services are invoiced at actual cost plus ten percent (10%) handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

**Terms:**

The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

**Taxes:**

Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

**CPI Adjustment**

The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

## **EXHIBIT D - RATE SCHEDULE**

### **RM 2243**

<b>SWCA</b>		Approved January 14, 2020
<b>CATEGORY</b>		<b>RATE</b>
Subject Matter Expert – Tom Allemand (PM)		\$210.00
Specialist XI		\$187.00
Specialist X		\$171.00
Specialist IX		\$153.00
Specialist VI		\$119.00
Specialist V		\$109.00
Specialist IV		\$99.00
Specialist III		\$89.00
Specialist II		\$78.00
Specialist I		\$67.00
Administrative V		\$89.00

**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**

### **RM 2243**

<b>WSB &amp; Associates, Inc.</b>		Approved January 14, 2020
<b>CATEGORY</b>	<b>RATE</b>	
Principal	\$210.00	
Sr. Project Manager	\$200.00	
Sr Project Engineer	\$195.00	
Sr. Traffic Engineer	\$180.00	
Project Engineer I	\$145.00	
Project Engineer II	\$153.00	
Project Engineer III	\$161.00	
Project Engineer IV	\$170.00	
Graduate Engineer I	\$105.00	
Graduate Engineer II	\$115.00	
Graduate Engineer III	\$125.00	
Engineering Specialist I	\$125.00	
Engineering Specialist II	\$135.00	
Engineering Specialist III	\$145.00	
Engineering Specialist IV	\$155.00	
Project Analyst I	\$104.00	
Project Analyst II	\$112.00	
Office Technician I	\$57.00	
Office Technician II	\$62.00	

**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.