CONTRACT AMENDMENT NO. 2 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: <u>Utility Coordination for All</u> Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 ("Project")

THIS CONTRACT AMENDMENT NO. <u>2</u> 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>Cobb, Fendley & 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 <u>July 16, 2019</u> (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 \$1,000,000.00; 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 are hereby amended for the addition of a Utility Coordination Subconsultant, GGE Design and Consulting, LLC, as shown in the attached (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.

ENGINEER:	COUNTY:
By: Signature	By: Bill Gravell (May 24, 2023 12:02 CDT) Signature
Sandra G. Khoury, P.E.	Bill Gravell
Printed Name	Printed Name
Executive Vice President	County Judge
Title	Title
May 15, 2023	May 24, 2023
Date	Date

EXHIBIT D

RATE SCHEDULE

GGE Design and Consulting, LLC *Effective March 2023*

UTILITY COORDINATION & ENGINEERING

Project Manager	\$193.20/HR
Sr. Project Engineer	
CAD Technician	
Sr. CAD Technician	\$98.70/HR
Administrative	

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

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, AL 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 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.