

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to 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 LRE Water, LLC (the “Engineer”).

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the “Contract”), being dated effective December 20, 2023, wherein Engineer agreed to perform certain professional engineering services in connection with the 23RFSQ79 Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35 (“Project”);

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; 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. Amendment to Exhibit D – Rate Schedule

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

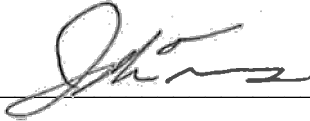
II. Terms of Contract Control and Extent of Amendment No. 1

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.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

LRE Water, LLC

By:  _____

Printed Name: Jordan Furnans

Title: Vice President - TX Operations

Date: January 23, 2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Exhibit D

Rate Schedule

Please see following pages.

EXHIBIT D

RATE SCHEDULE

LRE WATER, LLC - STAFF CLASSIFICATION & HOURLY RATES

Effective 11/09/2023 through 12/31/2024

Williamson County Project – 23RFSQ79

Revised 1/16/2024

NOTE: Firm's staff listed below are those most likely to work on the Project. Firm may utilize other staff (as needed), possibly including staff not hired as of the date of execution of the Contract. In the event staff and rates are not provided below, the parties must amend the Contract to include such staff and rates prior to Firm submitting any invoices and requests for payments for time incurred by staff or at rates not included.

<u>Primary LRE Water Staff – TX Operations</u>	
<u>Classification</u>	<u>Rate (\$/hr)</u>
Project Manager	\$225
Senior Project Geologist	\$200
Staff Geologist III	\$185
Staff Geologist I	\$143
Project Geologist	\$176
Senior Project Geologist	\$220
Staff Geologist I	\$143
Staff Geologist I	\$137
Staff Geologist II	\$153
<u>Project Support Staff – TX Operations</u>	
<u>Classification</u>	<u>Rate (\$/hr)</u>
Project Geologist	\$169
Staff Geologist I	\$135
Technology Specialist II	\$141
Data Scientist II	\$169
Project Developer	\$183
Project Engineer	\$185
Project Manager	\$220
Technical Advisor	\$205
Project Geologist	\$220
Project Engineer	\$215
Staff Geologist II	\$142

Subcontractor/Subconsultant Staff Rates

<u>Firm/Affiliation</u>	<u>Classification</u>	<u>Rate (\$/hr)</u>
KT Groundwater	Senior Geologist	\$250
KT Groundwater	Geologist	\$150
Baylor University	Technical Advisor	\$250
UT BEG	Technical Advisor	\$250

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.

1/16/2024 Revision Notes:

Mike Keester, PG and Phillip Webster, PG have left RW Harden & Associates, and have formed a new company KT Groundwater. As their skills and knowledge are vital to the project, LRE Water will subcontract to KT Groundwater, and will NOT utilized RW Harden & Associates.

We also consolidated the entries in the Subcontractor/Subconsultant Staff Rates table, as all potential staff from the UT BEG will have an equal billing rate for this project.