



**AMENDMENT NO. 1
TO
AGREEMENT FOR CONSTRUCTION MATERIALS TEST ENGINEERING SERVICES**

PROJECT: Williamson County Headquarters ("Project")

**CONSTRUCTION
MATERIALS**

TEST ENGINEER: Raba Kistner, Inc. ("Test Engineer")
Ali Hekmatfar, Ph.D, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to Agreement for Construction Materials Test Engineering Services ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and Test Engineer.

RECITALS

WHEREAS, County and Test Engineer previously executed that certain Agreement for Construction Materials Test Engineering Services ("Agreement") being dated effective **April 16, 2024**, wherein Test Engineer agreed to perform certain professional construction materials test engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Time of Payment; Payment and Interest; and Right to Audit** under **Article #8** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and Test Engineer agree that the Agreement is supplemented, modified and amended as follows:

I. **Amendment to Article #8 – Time of Payment; Payment and Interest; and Right to Audit**

Section 8.1 – Time of Payment shall be amended and supplanted by the following:

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon the services which have been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with the completed test reports setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Test Engineer seeks reimbursement from the County, the charges shall be accompanied by time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor and an affidavit signed by an officer or principal of the Test Engineer certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

Upon submittal of the initial invoice, Test Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

II. **Terms of Agreement Control and Extent of Amendment No. 1**

All other terms of the Agreement 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, County and Test Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.**

TEST ENGINEER:

COUNTY:

6/18/2024
Wilco HQ

Raba Kistner, Inc.

Williamson County, Texas

By: _____
Signature

By: _____

Gabriel Ornelas, Jr., P.E.

Printed Name

Printed Name

Senior Vice President & COO

Title

Title

Date Signed: June 18, 2024

Date Signed: _____