

City of Austin
Council Meeting Backup: April 10, 2025

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UTAUS CN: 2025_1722
 Amendment to UTAUS CN: 2025_1722

FIRST AMENDMENT TO AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This First Amendment to Agreement between University and Contractor ("Amendment") is dated effective as of the later of 1/1/2025 or date fully executed by both parties ("Effective Date"), and is entered into by and between The University of Texas at Austin ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and Austin Parks and Recreation Department, a municipal administration office. ("Contractor").

University and Contractor entered into that certain Agreement between University and Contractor dated effective 12/5/2024 (the "Agreement").

University and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Amendments:

Section V. BASIS FOR CALCULATING REIMBURSABLE COSTS: of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The tasks required to complete the proposed project are summarized below with an estimate of hours required to complete each task. All tasks except the initial transport of the materials must take place at Performing Entity's facility. The hours estimated here are given as not-to-exceed numbers, based on the procedures described in Section III. This contract will be subject to a 5% fee charged by the University of Texas' Business Contracts Office to cover overhead costs.

I. REHABILITATION				
Task #	Description	Rate	Hours	Total Costs
1	Receiving Entity delivers artifacts / associated records to Performing Entity facility.	\$50.00	N/A	N/A
2	Inventory, stabilize, & digitize project records.		4	\$200.00
3	Inventor artifact collections; discard appropriate items.		28	\$1,400.00
4	Clean and label artifact collections.		22	\$1,100.00
5	Photograph artifact collections.		8	\$400.00
6	Repackage artifact collections.		28	\$1,400.00
7	Prepare curation paperwork.		4	\$200.00
8	Prepare project report.		20	\$1,000.00
Administrative Hours				12
SUBTOTAL:			126	\$6,300.00

Business Contracts Office 5% Overhead Fee	\$315.00
TOTAL:	\$6,615.00

II. CURATION*				
Curation Type	Unit Size	Cost per Unit	Number of Units	Total Costs
Records	Base Rate: 0 to 4 linear inches	\$455.00	1	\$455.00
Artifacts	Box (0.63 cubic feet)	\$467.00	9	\$4,203.00
SUBTOTAL:				\$4,658.00
Business Contracts Office 5% Overhead Fee				\$232.90
Curation Services 5% Discount				-\$232.90
TOTAL:				\$4,425.10

* Final curation fees will be determined based on our standard repository rates and are not subject to the Performing Entity hourly staff labor rate. All projects prepared for curation through a contract with the Performing Entity's curatorial services are entitled to a discount of 5% off the standard rate. Please see the attached Repository Rates and Fees (FY2022-2023) list. The final count of linear inches of records and boxes of artifacts can only be determined once the curation preparation is complete; however, a preliminary estimate is provided for your consideration below. Assumptions and variables used to generate this estimate are as follows:

- The collection currently comprises approximately 8 cubic feet of artifacts;
- Approximately 25% of the collection will be discarded following inventory;
- Receiving Entity is not currently in possession of any associated excavation records, field notes, or photographs to be curated with the collection; and,
- It is assumed that fees will be assessed under the current Performing Entity Repository Rates and Fees schedule - fees are subject to change.

It is understood that if during the course of transport to Performing Entity, the Receiving Entity identifies artifactual material beyond the 8 cubic feet of artifacts described above, or any associated additional records, the estimated costs to complete the remaining tasks will increase correspondingly, and a contract amendment will be initiated.

If after the rehabilitation process is completed, and the estimates for curation counts (Records, Artifacts, or both) are increased, the Receiving Entity must agree to a contract amendment, adding additional scope and services, reimbursable costs/budget, and an increased contract amount.

Section VI. CURATION ESTIMATE: of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Section Voided. Please see above [V.BASIS FOR CALCULATING REIMBURSABLE COSTS]

Section VI. CONTRACT AMOUNT: of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

The total amount of this Contract shall not exceed: **\$11,040.10.**

- 2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
- 3. This Amendment embodies the entire agreement between University and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
- 4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
- 5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Effective Date.

City of Austin Parks and Recreation Department

The University of Texas at Austin

By: DocuSigned by: Liana Kallivoka
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By: DocuSigned by: Linda Shaunessy
09E4718847F042B...

Name: Liana Kallivoka

Name: Linda Shaunessy

Title: Assistant Director

Title: Business Contracts Administrator

Date: 2025-01-12 | 15:24:13 CST

Date: 2025-01-10 | 13:18:38 PST



Certificate Of Completion

Envelope Id: F4B207FA-214B-45E2-9E0F-497D00286711	Status: Completed
Subject: Signature request on Contract Austin Parks & Recreation - Texas Archeological Research Laboratory (1)	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	UT Business Contracts
Time Zone: (UTC-06:00) Central Time (US & Canada)	1 University Station
	Austin, TX 78712
	vpcfo.contracts@austin.utexas.edu
	IP Address: 35.170.89.44

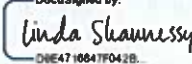
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Signer Events

Linda Shaunessy
 lis236@eid.utexas.edu
 Business Contracts Administrator
 University of Texas at Austin
 Security Level: Email, Account Authentication
 (None)

Signature

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 Signature Adoption: Pre-selected Style
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Liana Kallivoka
 Liana Kallivoka@austintexas.gov
 Assistant Director
 Security Level: Email, Account Authentication
 (None)

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 Accepted: 1/12/2025 3:18:20 PM
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In Person Signer Events	Signature	Timestamp
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Jordan Lorenz
 jll3523@eid.utexas.edu
 Administrative Manager
 Texas Archeological Research Laboratory
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Certified Delivered	Security Checked	1/12/2025 3:18:20 PM
Signing Complete	Security Checked	1/12/2025 3:24:13 PM
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