

STATE OF TEXAS §

COUNTY OF WILLIAMSON §



**REPOINTING OF COURTHOUSE
ADDENDUM
TO
ENGINEERING SERVICES CONTRACT
FOR WILLIAMSON COUNTY
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WISS, JANNEY, ELSTNER ASSOCIATES, INC.
(Services Pursuant to Professional Procurement Act - Tex. Gov't Code § 2254.004)**



Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO THE ENGINEERING SERVICES CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and WISS, JANNEY, ELSTNER ASSOCIATES, INC., a Texas corporation, hereinafter referred to as ("WJE").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of public facilities, health and safety, including but not limited to, preservation of the historic Williamson County Courthouse;

WHEREAS, WJE is a current engineering services provider and vendor to WILLIAMSON COUNTY to perform services based on various hourly and fee rates as set forth in the original service agreement signed May 17, 2013;

WHEREAS, additional details need to be addressed for the provision of these services as they relate to Repointing of the Courthouse for WILLIAMSON COUNTY through her Facilities Department; and

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this **Addendum** with WJE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Services to be Provided in the Public Interest. WJE will operate as an independent contractor in Williamson County, Texas to continue the provision of services pursuant to a contract with a remaining term signed May 17, 2013 (hereinafter “Original Agreement”). All of the original terms and conditions under the Original Agreement remain in effect, and WJE shall strictly comply with the policies and oversight of the Williamson County Commissioners Court and any oversight it has delegated to the Williamson County Facilities Director(s). WJE shall provide services pertaining to the Williamson County Repointing of the Courthouse Project. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Exhibit “A” - WJE Testing Rates and Descriptions, dated June 12, 2014 (subject to not-to-exceed amount set forth in original contract for services) , which is incorporated herein as if copied in full.

Additional Work: Should WILLIAMSON COUNTY choose to add additional work, such additional work shall be described in a separate written amendment to this contract wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by WILLIAMSON COUNTY for the additional work. WJE shall not begin any additional work and WILLIAMSON COUNTY shall not be obligated to pay for any additional work unless a written amendment to this contract has been signed by both parties.

2. Project Start Date & Completion. As allowed by WILLIAMSON COUNTY at its sole discretion. Completion shall be performed within a reasonable amount of time. WJE shall provide for expeditious and practicable execution of the work.¹ Substantial Completion for all stages of the work shall be achieved on or before the following Substantial Completion date:

¹ Any Change Orders or amendments must be approved by the Williamson County Commissioners Court prior to any changes being made.

THE NINETIETH (90TH) WORKING DAY FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE REPOINTING OF THE WILLIAMSON COUNTY COURTHOUSE (REF BID #14IFB00218) PROJECT.

3. Incorporated Documents. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- 1) Original Engineering Services Contract signed May 17, 2013;
- 2) Exhibit "A" - WJE Materials Testing Rates, dated June 12, 2014;and
- 3) Relevant Work Authorizations, including supplements.

WILLIAMSON COUNTY reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this CONTRACT and any of the above-referenced contract documents/exhibits.

4. On-Going Proof of Business & Workman's Compensation Insurance. WJE has previously provided proof of both Business & Workman's Compensation Insurance, which must remain in effect for this project and are already incorporated into the Bidder's Bid (and addenda). WJE shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this contract or as required in this contract. If WJE fails to obtain, maintain or renew any insurance required by this Contract, WILLIAMSON COUNTY may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from WJE or declare this Contract void if WJE does not remedy the breach within ten (10) days after receipt of notice of breach.

5. Performance & Payment Bonds. There are no Performance and Payment Bonds for this Addendum.

6. Liquidated Damages. There are no Liquidated Damages for this Addendum.

7. Subcontractors. There are no Subcontractors for this Addendum.

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____, 20____

FOR WJE:

Carl J. Larosche
Authorized Agent

Date: June 20, 2014

STATE OF TEXAS
COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on the 20th day of June, 2014, by Carl J. Larosche, of Wiss, Janney, Elstner Associates, Inc., a Texas corporation, on behalf of the corporation.



Janelle Davis
Notary Public, State of Texas