

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement is amended, supplemented and modified as follows:

I. Section III of the Agreement shall be amended as follows:

For the performance of the services not specifically described as Basic Scope of Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation in either an agreed upon lump sum fee amount or not-to-exceed amount based upon the method and rates set forth **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **Fifteen Thousand and No/100 Dollars (\$15,000.00)**.

II. Section VI, B. of the Agreement shall be amended as follows:

Expenses. Subject to the limit of appropriation under Section X, Engineer shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "E"**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up. In no event will the County be obligated to compensate the A/E for reimbursable expenses in an amount that is in excess of **Four Thousand Dollars (\$4,000.00)**.

III. Section X of the Agreement shall be amended as follows:

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Forty-Nine Thousand Dollars (\$49,000.00)** specifically allocated to fully discharge any and all liabilities, including the Basic Fee of \$30,000.00, the budgeted amount of \$15,000.00 for Additional Services fees and the budgeted amount of \$4,000.00 for

reimbursable expenses to the A/E, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

IV. The A/E shall provided the following Scope of Additional Services:

- A. The A/E will develop a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services. Each construction phase will be defined by size, the number of animals housed, and cost.
- B. The A/E will meet with the County, the County's representatives and the Williamson County Regional Animal Shelter's Board Members in order to re-program and re-purpose existing areas during the phased construction to illustrate how the Williamson County Regional Animal Shelter will operate on a daily basis during each of the construction phases.
- C. The A/E will develop a step-by-step process so the County will understand how staff, animals and public visitors will flow through the Williamson County Regional Animal Shelter during each construction phase.
- D. A/E's drawings will include a Site Plan that will illustrate parking for the public, parking for staff and outdoor areas for dogs.
- E. A/E will provide Floor Plans that will show how the interior of the Williamson County Regional Animal Shelter will function, both the old and the new.
- F. A/E will provide Exterior Elevations to illustrate the appearance of the Williamson County Regional Animal Shelter' buildings.
- G. All of A/E's drawings will be in color and of presentation quality.
- H. In addition to the above-described construction phasing plan services, the A/E will provide schematic design and, to the extent necessary, modify the current master plan in order to address the following priorities:
 - (1) The A/C and drain issues in the existing dog kennels;
 - (2) Increased capacity for dogs and cats; and
 - (3) Improve and enlarge the existing surgery and recovery areas at the Williamson County Regional Animal Shelter

I. Lump Sum Fee for Additional Services and Expenses:

- A. Lump Sum Fee for Additional Services. The lump sum fee to be paid by the County for A/E's performance of the above-described Additional Services shall be **Fifteen Thousand Dollars (\$15,000.00)**. The said lump sum fee shall be paid by the County in accordance with the terms of the Agreement.
- B. Expenses. The maximum amount the County will be obligated to pay A/E for reimbursable expenses that are directly related to the performance of the above-described Additional Services shall be **One Thousand Five Hundred Dollars (\$1,500.00)**. Said maximum amount of reimbursable expenses shall be paid in accordance with the terms of both the Agreement and the Williamson County Vendor Reimbursement Policy.

J. Schedule of Completion for Additional Services:

A/E agrees to complete the above-described Additional Services on or before April 30, 2016.

K. Representations:

Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 1 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 1 are the valid, binding and enforceable obligations of such party.

L. Effect of Amendment:

All other terms of the Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge

_____, 20____
Date

**JACKSON & RYAN
ARCHITECTS, INC.**

By: Martha Seng
Signature

MARTHA SENG
Printed Name

PRINCIPAL
Title

November 9, 20 15
Date