

**AMENDMENT NO. 1
TO
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING
PHASE II SERVICES**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RECITALS

THIS AMENDMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING PHASE II SERVICES (“Amendment No. 1 to Phase II Agreement”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (“County”) and Jackson & Ryan Architects, Inc., a Texas corporation (“A/E”) and becomes effective upon the date of the last party’s execution below.

WHEREAS, the County intends to reconstruct and expand the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626, hereinafter called the “Project”; and

WHEREAS, the County and the A/E executed an Agreement for Architectural and Engineering Services for Phase I programming and schematic design services to be effective as of August 18, 2014 (“Phase I Agreement”); and thereafter added Additional Services to the Phase I Agreement dated effective as of December 3, 2015 (“Amendment No. 1 to Phased I Agreement”);

WHEREAS, A/E has completed the Phase I programming and schematic design services and the Additional Services set out and described in both the Phase I Agreement and Amendment No. 1 Amendment No. 1 to Phased I Agreement;

WHEREAS, pursuant to the Phase I Agreement, County and A/E thereafter executed an Agreement for Architectural and Engineering Services for Phase II Services effective October 11, 2016 (“Phase II Agreement”);

WHEREAS, in accordance with the terms of the Phase II Agreement, the A/E agreed to provide Design Development, Construction Documents, Bidding, and Construction Administration as a part of Phase II professional engineering and architectural services in relation to the Project;

WHEREAS, pursuant to Section III of the Phase II Agreement, the County and the A/E desire to execute this Amendment No. 1 to Phase II Agreement to reflect the parties’ agreement as to the scope of the Additional Services to be provided, the lump sum fee to be paid by the County and the schedule for A/E’s completion of such Additional Services; and

WHEREAS, it has become necessary to amend the Agreement as set out herein below:

AGREEMENT

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

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

- a. Remove access to the new parking lot directly from the Inner Loop and instead provide a T-shaped turn-around for Fire Department access at the south end of the parking lot.
- b. Design Team efforts related to meeting with, and resubmitting to the City of Georgetown for Site Plan re-approval are included.
- c. Civil Paving and Grading, and Utility plans will be revised, and the Landscape Irrigation plan and soil and pavement quantities will be revised.
- d. Architectural scope includes documenting Site Plan changes for Record Drawings.

II. Lump Sum Fee for Additional Services and Expenses:

- A.** Lump Sum Fee for Additional Services and Expenses. The lump sum fee to be paid by the County for A/E's performance of the above-described Additional Services and related expenses shall be **\$13,300.00**. The said lump sum fee shall be paid by the County in accordance with the terms of the Agreement.

III. Schedule of Completion for Additional Services:

A/E agrees to complete the above-described Additional Services in accordance with County's needs and such services shall not delay any other services being performed by A/E.

IV. Representations:

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

V. Effect of Amendment:

All other terms of the Phase II 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 Phase II Agreement 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:

**JACKSON & RYAN
ARCHITECTS, INC.**

By: _____
Dan A. Gattis, County Judge
_____, 20____
Date

By: _____
Signature
Martha Seng, FAIA

Printed Name
Principal

Title
February _____, 2018
Date