

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Flood Plain Maps Update (ATLAS 14 Mapping) ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 23, 2021 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract and the parties wish to increase the stated amount as set out herein; and,

WHEREAS, the Services to be provided under the Contract by Engineer are for a regional floodplain study (Floodplain Maps Update – Atlas 14 Mapping) for a particular project area in Williamson County, Texas, as set out in a Contract between the Texas Water Development Board and Williamson County [TWDB Commitment No. GN10011290] (the "TWDB Agreement"); and,

WHEREAS, Article VII of the TWDB Agreement requires that all subcontracts executed and issued by County, such as the Contract between County and Engineer, include specific provisions and, thus, the Contract must be amended to incorporate such provisions; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,000,000.00 to \$3,343,000.00.
- II. The following Section C. shall be added to Article 1 of the Contract:

C. TWDB Agreement Terms.

1. Engineer agrees and acknowledges that it is subject to all applicable requirements of the TWDB Agreement and Engineer adopts, by reference, the requirements of Article VII of the TWDB Agreement for this Contract.
2. Engineer agrees this Contract is subject to audit by the Texas State Auditor's Office, and Engineer must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K of the TWDB Agreement;
3. Engineer agrees that payments under this Contract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C of the TWDB Agreement;
4. Engineer agrees that ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Engineer or County will become data, materials and work owned by TWDB and Engineer will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V of the TWDB Agreement;
5. Engineer agrees that Engineer must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;
6. Engineer agrees that Engineer is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
7. Engineer agrees that Engineer is an independent contractor and TWDB has no liability resulting from any failure of Engineer that results in breach of contract, property damage, personal injury or death.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Doucet & Associates, Inc.

By: 
Signature

Amy Doucet
Printed Name

President
Title

June 8, 2021
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date