



**AMENDMENT NO. 1  
TO  
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

**PROJECT:** CJC New District, County, & AG Courts ("Project")

**ARCHITECT/  
ENGINEER:**

**Reliance Architecture, LLC** ("A/E")  
Antonio Naylor, AIS, ALEP, Principal Architect  
12 Chisholm Trail, Suite 200  
Round Rock, TX 78681

**COUNTY'S DESIGNATED  
REPRESENTATIVE:**

**Williamson County Facilities Department**  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

This Amendment No. 1 to Agreement for Design and Engineering Services ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

**RECITALS**

**WHEREAS**, County and A/E previously executed that certain Agreement for Design and Engineering Services ("Agreement") being dated effective **December 8, 2021**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

**WHEREAS**, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

**WHEREAS**, the parties wish to amend the language relating to **the Basic Fee** under **Article 6** and **Additional Services and Charges** under **Article 7** of the Agreement and the time periods allowed for completion of the Basic Services set forth under Exhibit C – Production Schedule; and,

**WHEREAS**, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

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

- I. Due to the expediting of the schedule and time allowed to complete the Basic Services, the Basic Fee and Expenses of the Agreement must be increased. Therefore, Article 6 – Compensation and Expenses shall be amended and supplanted, in its entirety, by the following:

**6.1 Basic Fee.**

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Twenty-Five Thousand, Three Hundred Eighty Dollars (\$ 25,380)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – Fee Schedule. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

**6.2 Expenses.**

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Fifteen Dollars (\$ 615)**.

- II. Article 7 - Additional Services and Charges shall be amended and supplanted, in its entirety, by the following:

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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 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 County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

**III. Article 8.1 - Time of Payment shall be amended and supplanted, in its entirety, by the following:**

**8.1 Time of Payment.**

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

**IV. Amendment to Exhibit B – Fee Schedule**

Due to factors beyond the control of County and A/E, the time allowed for completion of the Basic Services must be decreased so that completion of construction of the Project can be expedited to meet statutory deadlines. Therefore, the original Exhibit B – Fee Schedule must be amended. The Exhibit B – Fee Schedule attached hereto shall supplant and replace, in its entirety, the original Exhibit B – Fee Schedule that was made part of the Agreement.


**V. Amendment to Exhibit C- Production Schedule**

Due to factors beyond the control of County and A/E, the time allowed for completion of the Basic Services must be decreased so that completion of construction of the Project can be expedited to meet statutory deadlines. Therefore, the original Exhibit C – Production Schedule must be amended. The Exhibit C – Production Schedule attached hereto shall supplant and replace, in its entirety, the original Exhibit C – Production Schedule that was made part of the Agreement.

**VI. Terms of Agreement Control and Extent of Amendment No. 1**

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

**VII. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

A/E:  
Reliance Architecture, LLC  
By:  \_\_\_\_\_  
Signature

Antonio Naylor  
\_\_\_\_\_  
Printed Name

President/ Principal Architect  
\_\_\_\_\_  
Title

Date Signed: 3/29/2022

COUNTY:  
Williamson County, Texas  
By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date Signed: \_\_\_\_\_

**EXHIBIT B**  
**FEE SCHEDULE**

This schedule indicates fees by Phase of the Basic Fee:		<b>\$ 25,380</b>	100%
100%	<b>Reliance Architecture</b>	<b>\$ 25,380</b>	
<b>Phase I - SCHEMATIC DESIGN</b>		<b>\$ 4,650</b>	18%
	Reliance Architecture	\$ 4,650	
<b>Phase II - DESIGN DEVELOPMENT</b>		<b>\$ 7,140</b>	28%
	Reliance Architecture	\$ 7,140	
<b>Phase III - CONSTRUCTION DOCUMENTS</b>		<b>\$ 8,300</b>	33%
	Reliance Architecture	\$ 8,300	
<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>		<b>\$ -</b>	0%
	Reliance Architecture	\$ -	
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>		<b>\$ 990</b>	4%
	Reliance Architecture	\$ 990	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>		<b>\$ 4,300</b>	17%
	Reliance Architecture	\$ 4,300	
<b>Phase VII - PROJECT CLOSE-OUT</b>		<b>\$ -</b>	0%
	Reliance Architecture	\$ -	

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Four Hundred Sixty-Two (462) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date **11/23/21**

#### **Phase I - SCHEMATIC DESIGN**

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Preliminary Scope and Budget analysis deliverables	12/07/21
30% Plans, Specifications and Estimate deliverables	01/06/22
County written authorization to proceed to next phase	01/18/22

#### **Phase II - DESIGN DEVELOPMENT**

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60% Plans, Specifications and Estimate deliverables	03/18/22
County written authorization to proceed to next phase	03/30/22

#### **Phase III - CONSTRUCTION DOCUMENTS**

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Complete Plans, Specifications and Estimate deliverables	05/18/22
County written authorization to proceed to next phase	05/23/22

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

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Sealed Plans and Specifications and Estimate deliverables to County	05/30/22
Plans submittal to TDLR	05/30/22

#### **Phase V - BIDDING, AWARD, AND EXECUTION**

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County negotiates project with Coop Vendor	06/13/22
Contract Award	06/21/22

**Phase VI - CONSTRUCTION ADMINISTRATION\***

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Contractor Notice to Proceed	06/22/22
Construction Substantial Completion	09/30/22

**Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables	10/31/22
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Agreement Termination Date	<b>02/28/23</b>
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