

AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN AND ENGINEERING SERVICES

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, (the "County") and Wiss, Janney, Elstner Associates, Inc. (the "A/E").

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective June 29, 2021 ("Agreement"), wherein A/E agreed to perform certain professional engineering services in connection with the **Williamson County Expo Center Winter Storm Repairs** ("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 Additional Services and Charges under **Article 7** of the Agreement; and

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

AGREEMENT

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

I. 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.

II. 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 under an applicable Work Authorization, or Supplemental Work Authorizations related thereto, 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 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 the Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of the particular Additional Services.

The 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.

III. 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.

IV. IN WITNESS WHEREOF, the County and the 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:

COUNTY:

Wiss, Janney, Elstner Associates, Inc.

Williamson County, Texas

By: 

By: 
By: Gravell (Apr 5, 2022 12:52 CDT)

Printed Name: John Kintz

Printed Name: Bill Gravell

Title: Associate III and Project Manager

Title: County Judge

Date: March 28, 2022

Date: Apr 5, 2022, 20