



**AMENDMENT NO. 01  
TO  
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

**PROJECT:** CJC Judges' Security Improvements ("Project")

**ARCHITECT/  
ENGINEER:** Johnston, LLC ("A/E")  
Rich Elwood, Director of Management  
2603 August Dr., Suite 1500  
Houston, Texas 77057

**COUNTY'S DESIGNATED  
REPRESENTATIVE:** Williamson County Facilities Department  
Director of Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626

**THIS AMENDMENT NO. 01 to Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

WHEREAS, County and A/E previously executed an Agreement for Design and Engineering Services being dated effective January 28<sup>th</sup>, 2022 ("Agreement");

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

WHEREAS, the parties wish to amend the language relating to Article 7 and Section 8.1 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 Engineer agree that the Contract is supplemented, amended and modified as follows:**

### **I. Amendment to Article 7**

**Article 7 shall be amended and supplanted by the following:**

#### **ARTICLE 7**

#### **ADDITIONAL SERVICES AND CHARGES**

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. Amendment to Section 8.1**

**Section 8.1 shall be amended and supplanted 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.

### III. Terms of Contract Control and Extent of Amendment No. 1

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


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

A/E:

Johnston, LLC

By: 

Signature

  
Printed Name

  
Title

Date Signed: 1/11/2023

COUNTY:

Williamson County, Texas

By: 

Signature

  
Printed Name

County Judge

Title

Date Signed: Jan 26, 2023