CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES
WILLIAMSON COUNTY ROAD BOND 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 __________________________ (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 ________________ ___, 20____ (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; 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. Article 22 of the Contract is hereby amended as follows and the existing clauses found under said Article 22 shall be supplanted by the following:

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES, (“LOSSES”) TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER’S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER’S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES, (“LOSSES”) TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER’S FAILURE TO PAY ENGINEER’S EMPLOYEES,
ENGINEER further agrees to indemnify and hold the County harmless from any and all liabilities, losses, penalties, claims, lawsuits, damages, costs and expenses, including, but not limited to, attorneys’ fees, ("Losses") to the extent such Losses are caused by or results from the infringement of any intellectual property arising out of the use of any plans, design, drawings, or specifications furnished by Engineer in the performance of this Contract.

The limits of insurance required in this Contract and/or the Contract Documents shall not limit Engineer’s obligations under this section. The terms and conditions contained in this section shall survive the termination of the Contract and/or Contract Documents or the suspension of the work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County or third parties for whom Engineer is not legally liable, Engineer’s obligations shall be in proportion to Engineer’s fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation.

In the event that Contractors initiate litigation against the County in which the Contractor alleges damages as a result of any negligent acts, errors or omissions of Engineer, its employees, agents, subcontractors, subconsultants, or suppliers, or other entities over which Engineer exercises control, including, but not limited to, defects, errors, or omissions, then the County shall have the right to join Engineer in any such proceedings at the County’s cost. Engineer shall also hold the County harmless and indemnify the County to the extent that Engineer, any of its employees, agents, subcontractors, subconsultants, or suppliers, or other entities over which Engineer exercises control, caused such damages to Contractor, including any and all costs and attorneys’ fees incurred by the County in connection with the defense of any claims where Engineer, its employees, agents, subcontractors, subconsultants, or suppliers, or other entities over which Engineer exercises control, are adjudicated at fault.

II. 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 Contract Amendment No. 1, in duplicate, to be effective as of the date of the last party’s execution below.

ENGINEER:

By: ___________________________
   Signature

______________________________
   Printed Name

______________________________
   Title

______________________________
   Date

COUNTY:

By: ___________________________
   Signature

______________________________
   Printed Name

______________________________
   Title

______________________________
   Date