

Amendment Number 1
to
Contract Number DIR-TSO-3389
between
State of Texas, acting by and through the Department of Information Resources
and
DEWBERRY ENGINEERS, INC.
as successor to
DEWBERRY CONSULTANTS LLC

This Amendment Number 1 (“Amendment”) to Contract Number DIR-TSO-3389 (“Contract”) is between the Department of Information Resources (“DIR”), Dewberry Consultants LLC (“Assignor”), and Dewberry Engineers, Inc., (“Assignee”). DIR, Assignor and Assignee agree, pursuant to Appendix A, Section 4.D of DIR Contract DIR-TSO-3389, to modify the terms and conditions of the Contract as follows:

1. By this Amendment Number 1, Dewberry Engineers, Inc., the Assignee, expressly assumes all rights, title, obligations and liabilities, past, present, and future, under the Contract for Products and Related Services Contract DIR-TSO-3389 (“Contract”) dated April 14, 2016, and related appendices and amendments, if any, and will hold DIR harmless from any claim by Dewberry Consultants LLC.
2. DIR acknowledges the assignment of the Contract from Dewberry Consultants LLC to Dewberry Engineers, Inc. and the assignment will come into force upon signature of all parties and will be effective as of the date of last signature. DIR shall change the contract documents hereafter to Dewberry Engineers, Inc.
3. Dewberry Engineers, Inc. hereby represents to DIR that it owns the Contract and agrees to perform all duties and obligations to be performed by Assignor under the above-mentioned Contract to the same extent as if Assignee had been an original party thereto. Dewberry Engineers, Inc., hereby represents to DIR that by the effective date of this amendment, that it is or will be registered as a Texas Vendor, with all necessary Texas taxpayer identification numbers with the Comptroller of Public Accounts and be in good standing with that office, and otherwise be authorized to do business with the State of Texas.
4. **Contract, Section 1. Introduction, A. Parties** is hereby restated in its entirety as follows:

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin,

Texas 78701, and Dewberry Engineers, Inc. (hereinafter "Vendor"), with its principal place of business at 8401 Arlington Boulevard, Fairfax, Virginia 22031.

5. DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through April 14, 2019, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, the contract will renew automatically in one-year increments for one (1) additional year under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.
6. **Contract, Section 6, Notification** is replaced in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly A. Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:

Elise MacPherson
Dewberry Engineers, Inc.
1000 N. Ashley Drive, Suite 801
Tampa, FL 33602
Phone: (813) 421-8647
Facsimile: (813) 225-1385
Email: emacpherson@dewberry.com

7. **Contract, Section 7. Software License and Service Agreements, B. Conflicting or Additional Terms** is hereby restated in its entirety as follows:

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked

or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. **Appendix A. Standard Terms and Conditions for Services Contracts** is hereby restated in its entirety and replaced with the Attached Appendix A, Standard Terms and Conditions for Services dated 09/29/17 except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

9. Appendix C – Pricing Index is hereby restated in its entirety and replaced with Appendix C - Pricing Index (Per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. DIR retains the right to require further amendment to the Contract to update its terms and conditions as may be reasonable, necessary or required. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

End of Amendment 1

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 4/14/2018.

Dewberry Consultants, LLC (Assignor)

Authorized By: Signature on File

Name: Phil Thiel

Title: Senior Vice President

Date: March 29, 2018

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: April 3, 2018

Office of General Counsel: DB 04/01/2018