

SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Juvenile Justice Center Addition ("Project")

ARCHITECT/

ENGINEER: BLGY, Inc. ("A/E")

Brody Harris, Senior Project Manager 1 Chisholm Trail Road, Suite 340

Round Rock, TX 78681

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to <u>Agreement for Design and Engineering Services</u>, 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.

RECITALS

WHEREAS, County and A/E previously executed <u>Agreement for Design and Engineering</u> <u>Services</u> being dated effective <u>April 5, 2022</u> ("Agreement");

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

WHEREAS, County now wishes to increase overall area of the Project; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Increase the Project design and construction administration size by 15,425 sf to accommodate courtroom and housing needs.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Hundred Forty-Two Thousand Nine Hundred Nineteen Dollars (\$ 642,919.00)** for the Additional Services, which is comprised of the following:

Additional design fees: \$ 475,814 Additional CA fees: \$ 158,605 Additional Reimbursable \$ 8,500

Total Additional Services design, Construction Administration fees, and reimbursables for Phases 1 and 2: \$642,919

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services on or before 5/16/2026.

ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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.

PSA Supplemental Agreement for Add Services Form rev. 07/2023

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E: BLGY, Inc	COUNTY: Williamson County, Texas
Ву:	Ву:
Signature	Signature
Brody Harris	
Printed Name	Printed Name
Senior Project Manager	
Title	Title
- /20/24	
Date Signed: 5/30/24	Date Signed: