

# SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Justice Complex Improvements ("Project")

ARCHITECT/

**ENGINEER:** Johnston, LLC. ("A/E")

David A. Butler, Senior Project Manager

2603 Augusta Drive, Suite 1600

Houston, TX 77057

**COUNTY'S DESIGNATED** 

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

**THIS SUPPLEMENTAL AGREEMENT NO. 3** 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> Services being dated effective January 28<sup>th</sup>, 2022 ("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 update architectural, mechanical, plumbing and low voltage drawings which are signed and sealed; 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:

Provide necessary updates to the Architectural, Mechanical, Electrical and Low Voltage drawings which are were previously signed and sealed prior to execution of this Supplemental Agreement.

# ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Thirteen Thousand Four Hundred Fifty-Five Dollars (\$13,455)** for the Additional Services.

### ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before August 31st, 2024.

# 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.

**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.

7/25/2024 Justice Center Complex

A/E: //	COUNTY:
Johnston/LLC/	Williamson County, Texas
By: My Signature	By:
David A. Butler	
Printed Name	Printed Name
Senior Project Manager	
Title	Title
Date Signed: July 25, 2024	Date Signed: