



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Juvenile Justice Center Addition ("Project")

**ARCHITECT/
ENGINEER:**

BLGY, Inc. ("A/E")
Brody Harris, Project Manager
2204 Forbes Dr; Suite 101
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 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.

R E C I T A L S

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective April 5, 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 **complete construction documents and construct an addition to the existing Juvenile Justice Center**; 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 Additional Services detailed in Attachment A – Scope of Additional Services (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Six Million, Three Hundred Six Thousand, Three Hundred Dollars (\$ 6,306,300)** as detailed in Attachment B – Fee Schedule, and additional Reimbursable Expenses not to exceed **Thirty-Four Thousand, Three Hundred Dollars (\$ 34,300)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment C – Production Schedule.

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, 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.

By: _____
Signature



Brody Harris

Printed Name

Project Manager

Title

Date Signed: 4/11/23

COUNTY:
Williamson County, Texas

By: Bill Gravell
Signature

Bill Gravell

Printed Name

County Judge

Title

Date Signed: Apr 25, 2023

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

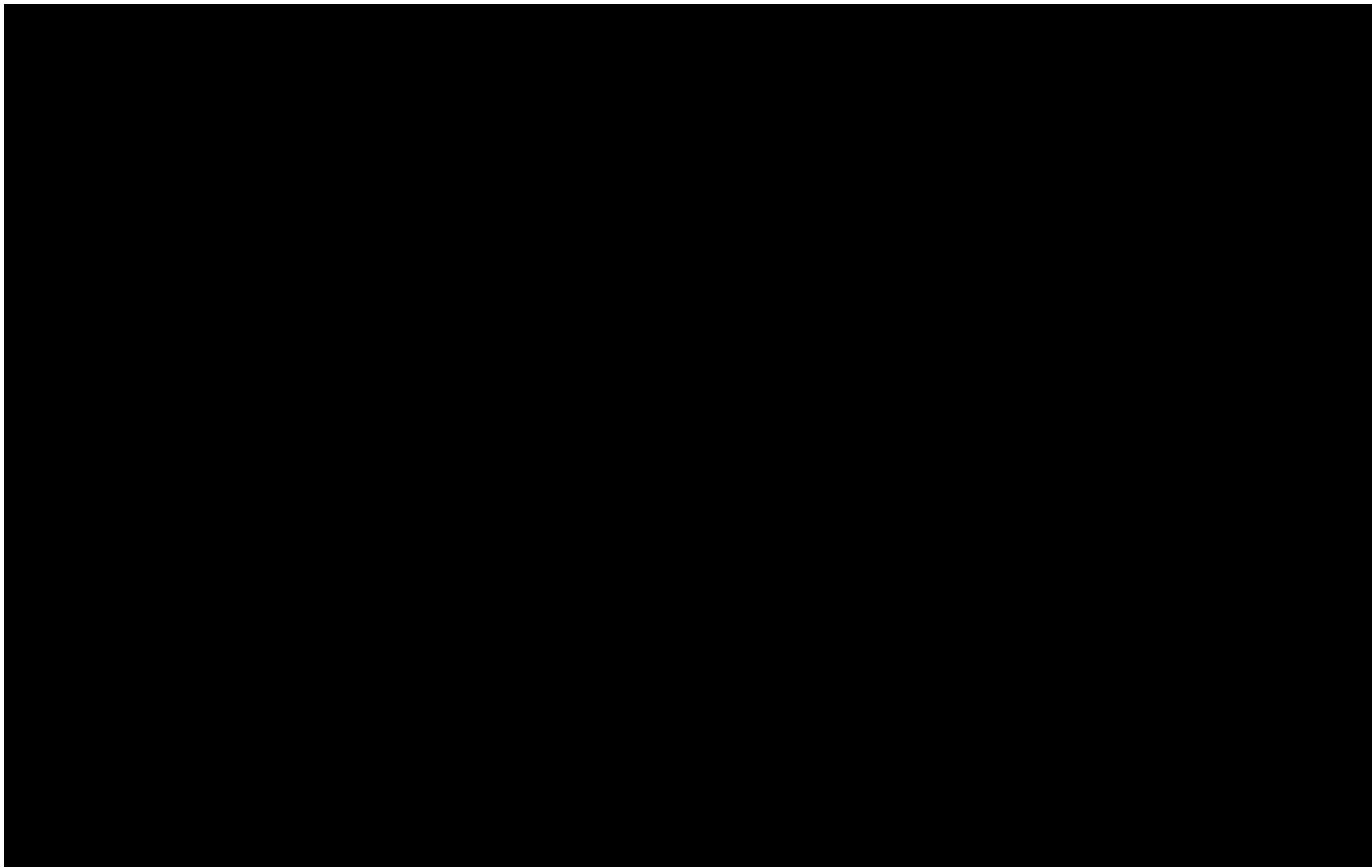
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilco.org/Departments/Facilities-Management/Documents>

SCOPE OF WORK:

Juvenile Justice Center
200 Wilco Way
Georgetown, Texas 78626



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

COMPLETE

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, C, & D:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Prepare a Design Development level cost estimate in a form acceptable to County.
- D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, C, & D:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, & D:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following for Areas A, B, & D:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services for Areas A, B, & D:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Conduct and oversee pre-construction meeting.
- C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- E. Conduct and oversee bi-weekly progress meetings.
- F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor

has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

- K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services for Areas A, B, & D:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee: **\$ 6,306,300** 100%

46%	BLGY Architecture	\$ 2,902,500
20%	TreanorHL (Advising Architect)	\$ 1,285,000
2%	Sunland Group (Civil)	\$ 154,700
8%	Datum Engineering (Structural)	\$ 520,000
16%	HCE (MEP)	\$ 1,038,000
1%	True North (Technology)	\$ 55,900
2%	LattaTech (Security)	\$ 156,000
2%	Engineered Exteriors (Envelope)	\$ 150,500
0%	BAI (Acoustics)	\$ 12,900
0%	Covey (Landscape)	\$ 30,800

Phase I - SCHEMATIC DESIGN **COMPLETE**

Phase II - DESIGN DEVELOPMENT for Areas A, B, C, D **\$ 1,862,710** 30%

BLGY Architecture	\$ 748,500
TreanorHL (Advising Architect)	\$ 600,000
Sunland Group (Civil)	\$ 56,350
Datum Engineering (Structural)	\$ 130,000
HCE (MEP)	\$ 212,500
True North (Technology)	\$ 14,920
LattaTech (Security)	\$ 48,400
Engineered Exteriors (Envelope)	\$ 37,630
BAI (Acoustics)	\$ 4,060
Covey (Landscape)	\$ 10,350

Phase III - CONSTRUCTION DOCUMENTS for Areas A, B, C, D	\$ 2,928,000	46%
BLGY Architecture	\$ 1,337,500	
TreanorHL (Advising Architect)	\$ 550,000	
Sunland Group (Civil)	\$ 56,350	
Datum Engineering (Structural)	\$ 182,000	
HCE (MEP)	\$ 637,500	
True North (Technology)	\$ 22,380	
LattaTech (Security)	\$ 67,800	
Engineered Exteriors (Envelope)	\$ 52,680	
BAI (Acoustics)	\$ 6,090	
Covey (Landscape)	\$ 15,700	
Phase IV - REGULATORY REVIEW & PERMITS for Areas A, B, D	\$ 162,510	3%
BLGY Architecture	\$ 50,000	
TreanorHL (Advising Architect)	\$ 5,000	
Sunland Group (Civil)	\$ 11,850	
Datum Engineering (Structural)	\$ 52,000	
HCE (MEP)	\$ 37,600	
True North (Technology)	\$ 1,860	
LattaTech (Security)	\$ 1,800	
Engineered Exteriors (Envelope)	\$ 1,500	
BAI (Acoustics)	\$ 275	
Covey (Landscape)	\$ 625	

Phase V - BIDDING, AWARD, & EXECUTION for Areas A, B, D	\$ 169,810	3%
BLGY Architecture	\$ 50,000	
TreanorHL (Advising Architect)	\$ 5,000	
Sunland Group (Civil)	\$ 11,850	
Datum Engineering (Structural)	\$ 52,000	
HCE (MEP)	\$ 37,600	
True North (Technology)	\$ 1,860	
LattaTech (Security)	\$ 7,600	
Engineered Exteriors (Envelope)	\$ 3,000	
BAI (Acoustics)	\$ 275	
Covey (Landscape)	\$ 625	

Phase VI - CONSTRUCTION ADMIN. for Areas A, B, D	\$ 924,930	15%
BLGY Architecture	\$ 573,200	
TreanorHL (Advising Architect)	\$ 100,000	
Sunland Group (Civil)	\$ 14,640	
Datum Engineering (Structural)	\$ 52,000	
HCE (MEP)	\$ 94,000	
True North (Technology)	\$ 11,160	
LattaTech (Security)	\$ 22,800	
Engineered Exteriors (Envelope)	\$ 52,680	
BAI (Acoustics)	\$ 1,650	
Covey (Landscape)	\$ 2,800	

Phase VII - PROJECT CLOSE-OUT for Areas A, B, D	\$ 258,340	4%
BLGY Architecture	\$ 143,300	
TreanorHL (Advising Architect)	\$ 25,000	
Sunland Group (Civil)	\$ 3,660	
Datum Engineering (Structural)	\$ 52,000	
HCE (MEP)	\$ 18,800	
True North (Technology)	\$ 3,720	
LattaTech (Security)	\$ 7,600	
Engineered Exteriors (Envelope)	\$ 3,010	
BAI (Acoustics)	\$ 550	
Covey (Landscape)	\$ 700	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **One Thousand, One Hundred Twenty (1,120) calendar days** from the date of this Supplemental Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Supplemental Agreement Execution Date	04/25/23
Phase I - SCHEMATIC DESIGN	COMPLETE
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Phase II - DESIGN DEVELOPMENT for Areas A, B, C, D	
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60% Plans, Specifications and Estimate deliverables	08/15/23
County written authorization to proceed to next phase	09/05/23
Phase III - CONSTRUCTION DOCUMENTS for Areas A, B, C, D	
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Site Development Plans application submittal to City	05/02/23
Complete Plans, Specifications and Estimate deliverables	12/05/23
County written authorization to proceed to next phase	12/26/23
Phase IV - REGULATORY REVIEW AND PERMITS for Areas A, B, D	
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Sealed Plans and Specifications and Estimate deliverables to County	01/02/24
Plans submittal to TDLR and Permit application submittal to City	01/09/24
Construction Permits received from City	03/05/24
Phase V - BIDDING, AWARD, AND EXECUTION for Areas A, B, D	
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Permitted Plans and Specifications and Estimate deliverables to County	03/12/24

Phase VI - CONSTRUCTION ADMINISTRATION for Areas A, B, D

Contractor Notice to Proceed	03/19/24
Construction Substantial Completion	03/19/26

Phase VII - PROJECT CLOSE-OUT for Areas A, B, D

Record Documents deliverables	04/17/26
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All services shall be complete on, or before: **05/19/26**