

**SUPPLEMENTAL AGREEMENT TO
AMENDMENT NO. 1
OF THE
AGREEMENT FOR ARCHITECTURAL
AND ENGINEERING SERVICES**

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

RECITALS

THIS SUPPLEMENTAL AGREEMENT TO AMENDMENT NO. 1 OF THE AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Supplemental Agreement") is by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and Jackson & Ryan Architects, Inc., a Texas corporation ("A/E") and becomes effective upon the date of the last party's execution below.

WHEREAS, the County and the A/E executed an Agreement for Architectural and Engineering Services to be effective as of August 18, 2014 ("Agreement");

WHEREAS, in accordance with the terms of the Agreement, the A/E agreed to provide programming and schematic design services as a part of Phase I professional engineering and architectural services in relation to the reconstruction and expansion of the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626 ("Project");

WHEREAS, A/E completed the Phase I programming and schematic design services described in Exhibit "A" of the Agreement;

WHEREAS, thereafter, for budget planning purposes in relation to the future build-out of the Project, the County requested that A/E provide Additional Services, which generally consisted of developing a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services;

WHEREAS, pursuant to Section III of the Agreement, the County and the A/E executed an Amendment No. 1, dated effective December 3, 2015, to reflect the parties' agreement as to the scope of the Additional Services to be provided, the lump sum fee to be paid by the County and the schedule for A/E's completion of such Additional Services; and

WHEREAS, A/E completed the Additional Services under Amendment No. 1; provided, however, County requested that A/E also provide presentations and work sessions, which were not included as Additional Services in the Supplemental Agreement;

WHEREAS, it has become necessary to supplement Amendment No. 1 in order to add the presentation and work sessions to the scope of the Additional Services set forth under Section IV. of Amendment No. 1:

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that Amendment No. 1 is supplemented and modified as follows:

1. Section IV. of Amendment No. 1 (Scope of Additional Services) shall be supplemented and modified as follows:

- A. The A/E will develop a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services. Each construction phase will be defined by size, the number of animals housed, and cost.
- B. The A/E will meet with the County, the County's representatives and the Williamson County Regional Animal Shelter's Board Members in order to re-program and re-purpose existing areas during the phased construction to illustrate how the Williamson County Regional Animal Shelter will operate on a daily basis during each of the construction phases.
- C. The A/E will develop a step-by-step process so the County will understand how staff, animals and public visitors will flow through the Williamson County Regional Animal Shelter during each construction phase.
- D. A/E's drawings will include a Site Plan that will illustrate parking for the public, parking for staff and outdoor areas for dogs.
- E. A/E will provide Floor Plans that will show how the interior of the Williamson County Regional Animal Shelter will function, both the old and the new.
- F. A/E will provide Exterior Elevations to illustrate the appearance of the Williamson County Regional Animal Shelter' buildings.
- G. All of A/E's drawings will be in color and of presentation quality.
- H. In addition to the above-described construction phasing plan services, the A/E will provide schematic design and, to the extent necessary, modify the current master plan in order to address the following priorities:
 - (1) The A/C and drain issues in the existing dog kennels;
 - (2) Increased capacity for dogs and cats; and
 - (3) Improve and enlarge the existing surgery and recovery areas at the Williamson County Regional Animal Shelter
- I. Provide, to the extent necessary and requested by County, presentations and work sessions in relation to the above described Additional Services

2. Representations:

Each party represents and warrants that it has due power and lawful authority to execute and deliver this Supplemental Agreement and to perform its obligations under the Agreement; and, furthermore, the Agreement, Amendment No. 1 and this Supplemental Agreement are the valid, binding and enforceable obligations of such party.

3. Effect of Supplement:

All other terms of the Agreement, Amendment No. 1, and any prior amendments or supplements thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Dan A. Gattis, County Judge

_____, 20____
Date

**JACKSON & RYAN
ARCHITECTS, INC.**

By: Martha Seng
Signature

MARTHA SENG
Printed Name

PRINCIPAL
Title

MAY 10, 2016
Date

WHEREAS, it has become necessary to supplement Amendment No. 1 in order to add the presentation and work sessions to the scope of the Additional Services set forth under Section IV. of Amendment No. 1:

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that Amendment No. 1 is supplemented and modified as follows:

1. Section IV. of Amendment No. 1 (Scope of Additional Services) shall be supplemented and modified as follows:

- A. The A/E will develop a construction phasing plan based on the current master plan that was developed as a part of A/E's prior Phase I programming and schematic design services. Each construction phase will be defined by size, the number of animals housed, and cost.
- B. The A/E will meet with the County, the County's representatives and the Williamson County Regional Animal Shelter's Board Members in order to re-program and re-purpose existing areas during the phased construction to illustrate how the Williamson County Regional Animal Shelter will operate on a daily basis during each of the construction phases.
- C. The A/E will develop a step-by-step process so the County will understand how staff, animals and public visitors will flow through the Williamson County Regional Animal Shelter during each construction phase.
- D. A/E's drawings will include a Site Plan that will illustrate parking for the public, parking for staff and outdoor areas for dogs.
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WILLIAMSON COUNTY, TEXAS:

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Dan A. Gattis, County Judge

_____, 20____
Date

**JACKSON & RYAN
ARCHITECTS, INC.**

By: _____
Signature

Printed Name

Title

_____, 20____
Date