

SUPPLEMENTAL AGREEMENT NO. 3 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)

This Supplemental Agreement No. 3 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 3”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the “A/E”).

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the “Agreement”), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project (“Project”);

WHEREAS, in June of 2016, County and the A/E executed a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services in order to add the additional services of geological assessment, design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343; and for the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, following the above mentioned Supplemental Agreement No. 1, County and the A/E executed a Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services in order to add the additional services that consisted of four design alternates for the Project required additional civil engineering services and a time extension of ten (10) days to the Design Development Phase services;

WHEREAS, County now desires to delete one of the wireless communications bays that currently appears in the Project’s plans and drawings that have been prepared by A/E and, in order to do so, the A/E will need to provide additional architectural and engineering services to modify the existing plans and drawings;

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental No. 3 sets forth the scope of the Additional Services and the Additional Services compensation for A/E’s professional services; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in

accordance with the Agreement.

AGREEMENT

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

I. Scope of Additional Services and Fee

In order to obtain Project cost savings, the County desires to delete one of the wireless communications bays that currently appears in the Project’s plans and drawings that have been prepared by A/E and, in order to do so, the A/E agrees to provide additional architectural and engineering services to modify the existing plans and drawings (referred to herein as the “Additional Services”). A/E hereby agrees to provide the Additional Services for the not-to-exceed Additional Services fee of \$11,952.16. The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit “C” of the Agreement.

II. Terms of Agreement Control and Extent of Supplemental Agreement No. 3

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 or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 3, in duplicate, to be effective as of the date of the last party’s execution below.

A/E:

COUNTY:

BLGY, Inc.

Williamson County, Texas

By: 

By: _____

Printed Name: MARK BROWN

Printed Name: _____

Title: VICE PRESIDENT

Title: _____

Date: 8/3, 2016

Date: _____, 20____