

# **SUPPLEMENTAL AGREEMENT NO. 4 TO** **AGREEMENT FOR ARCHITECTURAL AND** **ENGINEERING SERVICES**

## **WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)**

This Supplemental Agreement No. 4 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 4”) 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**, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2 and 3 to Agreement for Architectural and Engineering Services in order to add Additional Services to the Agreement’s Basic Services;

**WHEREAS**, due to recent discovery of karst features on the Project site, County now must add the Additional Services for Karst Feature Evaluation; and, depending on the results of geological monitoring during the initial task of the Karst Feature Evaluation, it may be necessary to obtain a cave closure plan, update the geologic assessment and revise the plans;

**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. 4 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**

A/E hereby agrees to provide, through its subconsultants, the Additional Services set forth in

Exhibit “A”, Scope of Additional Services, which is attached hereto and incorporated herein by reference. A/E shall remain

## **II. Additional Services Compensation**

A/E will perform the Additional Services set out in Exhibit “A” for the not-to-exceed amount of \$21,506.73, which is allocated as follows:

### **Task 1 - Conduct Geological Monitoring During Karst Excavation:**

Baer Engineering	\$ 5,497.58
Halff Associates Civil Engineering	\$ 759.35
BLGY Architecture	\$ 750.83
Subtotal	\$ 7,007.76

### **Task 2 – Prepare a Cave Closure Plan (Contingent on Task 1 Findings):**

Baer Engineering	\$ 3,322.76
Halff Associates Civil Engineering	\$ 458.95
BLGY Architecture	\$ 453.81
Subtotal	\$ 4,235.52

### **Task 4 – Update the Geologic Assessment with New Information (Contingent on Task 1 Findings):**

Baer Engineering	\$ 2,300.10
Halff Associates Civil Engineering	\$ 317.70
BLGY Architecture	\$ 314.14
Subtotal	\$ 2,931.93

### **Task 5 - Plan Revision for Redesign of Pond (Contingent on Task 1 Findings):**

Halff Associates Civil Engineering	\$ 6,546.00
BLGY Architecture	\$ 785.52
Subtotal	\$ 7,331.52

**Total Not-to-Exceed Fee for Tasks 1 – 5:                      \$21,506.73**

The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit “C” of the Agreement.

## **III. Terms of Agreement Control and Extent of Supplemental Agreement No. 4**

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.

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 4 and/or the terms of any document attached hereto as exhibits.**

**IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 4, in duplicate, to be effective as of the date of the last party's execution below.**

**A/E:**

**BLGY, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT “A”**