

SUPPLEMENTAL AGREEMENT NO. 5 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 5 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 5") 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, 3 & 4 to Agreement for Architectural and Engineering Services in order to add Additional Services to the Agreement's Basic Services;

WHEREAS, County now must add the Additional Services for the civil engineering utility easement design for a needed utility easement and electrical service in relation to the Project;

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. 5 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 the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the lump sum amount of **\$2,484.00**.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 5

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. 5 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. 5, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: 

Printed Name: Mark Daniel Brown

Title: Vice-President, BLGY Architecture

Date: January 30, 2017

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

EXHIBIT "A"

A/E will provide the following Additional Services:

- Facilitate communication between project disciplines and ensure project information is relayed as necessary; and
- Provide metes and bounds descriptions and accompanying sketches to be prepared by a State of Texas Registered Professional Land Surveyor describing the utility easement tract.

