

**SUPPLEMENTAL AGREEMENT NO. 12
TO
WILLIAMSON COUNTY AGREEMENT FOR
ARCHITECTURAL AND ENGINEERING SERVICES
WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)**

This Supplemental Agreement No. 12 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 12”) 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, 5, 6, 7, 8, 9,10, & 11 to the Agreement to add Additional Services to the Agreement’s Basic Services;

WHEREAS, County wishes to add the Additional Services described herein relating to the Project;

WHEREAS, the Additional Services compensation cap and the limit of appropriation amounts in the Agreement must be increased in order to provide funding of the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

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 following Additional Services:

- a. Construction Administration and System Design for the Diesel Exhaust Fluid (DEF) portion of the fueling systems due to the DEF system not being included in the original

- fuel area of the Project;
- b. Redesign of "Area A" necessitated by the following County program changes:
- 4 new rooms.
 - 4 new hollow metal doors.
 - 2 new coiling doors.
 - 6 new plumbing fixtures.
 - Additional exterior masonry veneer to accommodate new wall openings.
 - Load bearing platform above all interior rooms.
 - Site revisions to accommodate 2 new exterior openings and 3 new parking spaces.
 - Additional technology provisions for 2 new offices.
- ; and
- c. Additional site visit for fuel consultant necessitated by unanticipated contractor issues with initial tank installation attempt (Note: includes a site visit of two full days; provided, however, if only one day is required, invoice will be prepared to reflect only one visit).

II. Additional Services Compensation

A/E will perform the Additional Services the lump sum amount of **\$30,870.15**, which is apportioned and allocated as follows:

Construction Administration and Design for the DEF portion of the fueling systems:	\$ 4,659.87
Redesign of Area A:	\$22,467.67
<u>Additional site visit for fuel consultant:</u>	<u>\$ 3,742.61</u>
Total	\$30,870.15

III. Additional Services Schedule

All Additional Services set out herein shall be completed within thirty (30) calendar days following the last party's execution of this Supplemental Agreement No. 12.

IV. Amendment to Section III – Additional Services and Charges

County and A/E agree to increase the amount of allowable Additional Services compensation set out in Section III of the Agreement from **\$300,000.00** to **\$325,900.00** to allow for funding of the Additional Services described herein.

V. Amendment to Section X – Limit of Appropriation

County and A/E agree to increase the Limit of Appropriation amount set out in Section X of the Agreement from **\$1,812,470.00** to **\$1,838,370** to allow for funding of the Additional Services described herein.

VI. Terms of Agreement Control and Extent of Supplemental Agreement No. 12

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.

VII. IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 12, 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: VP, BLGY Inc.

Date: February 8, 20 19

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

