

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road**

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 07, 2016** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **August 14, 2018** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$76,335.00 to \$106,461.35. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Engineer that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Victor M. Vasquez, P.E.

Printed Name

Principal

Title

11-09-2020

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and Engineer. Freese & Nichols, Inc. will provide a work schedule for the assigned tasks.