



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Twin Lakes YMCA Pedestrian Bridge ("Project")

**ARCHITECT/
ENGINEER:**

Hagood Engineering Associates, Inc. ("A/E")
Debbie Bauerkemper, Vice President
Business Director
900 E. Main St.
Round Rock, TX 78664

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Agreement for Design and Engineering Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective 08/31/2022 ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to add **construction materials testing services to the construction observation phase of services**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with Article 7 of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

(22) site visits to perform observations and documentation of general compliance with the Construction Drawings related to:

1. soils
2. reinforcing steel
3. structural steel
4. drilled piers
5. concrete.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E Nine Thousand, Seven Hundred Sixty Dollars (\$ 9,760).

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before 08/06/2023.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

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.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Hagood Engineering Associates, Inc.

By: _____
Signature

Debbie Bauer Kemper
Printed Name

V.P., Business Director
Title

Date Signed: April 4, 2023

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____