



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES**

PROJECT: Juvenile Justice Center Addition Geologic Assessment & Geotechnical Services ("Project")

**GEOTECHNICAL/
ENGINEER:**

ECS Southwest, LLP ("Test Engineer")
David Hill, P.E., P.G., Environmental Associate Principal
14050 Summit Drive; Suite 100
Austin, TX 78728

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to Agreement for Geotechnical 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 Geotechnical Engineering Services** being dated effective **February 28, 2023** ("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 **perform water-soluble sulfate testing in existing site soils**; 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:

Perform five (5) test to determine the water-soluble sulfate content in previously collected soils in accordance with the TEX-145-E method.

Provide results in a geotechnical report addendum.

Provide construction recommendations if sulfate-rich soils are present.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nine Hundred Fifty Dollars (\$ 950)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **December 31, 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, or presiding officer of the Williamson County Commissioners Court in the absence of the 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:
ECS Southwest, LLP

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date Signed: _____

Date Signed: _____