

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road
and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. 5 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 3 dated effective **November 3, 2021** (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 Firm 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 **\$140,000.00** to **\$190,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. 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. Firm 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 Firm 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 Firm.

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 Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: Sandra G. Khoury

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

April 19, 2024
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.