



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

PROJECT: **Williamson County Jail North Boiler** ("Project")

**ARCHITECT /
ENGINEER:** **NV5 Consultants, Inc.** ("A/E")
Roger Monroe, CxA, Texas Operations Manager
5316 Highway 290 West, Suite 150
Austin, TX 78735

**COUNTY'S DESIGNATED
REPRESENTATIVE:** **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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**, a body corporate and politic under the laws 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 **March 11th, 2025** ("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 **provide review, assessment and corrective action process for the Jail North Boiler at the Williamson County Jail**; 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 Additional Services detailed in **Attachment A – Scope of Additional Services** (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nineteen Thousand Eight Hundred Eighty-Four Dollars (\$19,884.)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment C – Production Schedule**.

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.

5/21/2025
Jail N. Boiler

A/E:
NV5 Consultants, Inc.

By: _____
Signature

Printed Name

Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the compensation for the Additional Services provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Attachment C – Production Schedule**.

Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Williamson County Jail North Boiler
304 W 4th Street
Georgetown, TX 78626
ARPA.1008

Phase I previously accomplished and shall be repeated due to issues located during the initial review process of the Jail S. Boiler.

Planning Phase (BASE SCOPE)

An initial review process of the Issued for Construction documents, pertinent submittals and manuals, and As-Built documents to understand the design intent as well as the “as constructed” state of the overall system. A system Functional Performance testing script will be created for documentation during the investigation phase.

Investigation Phase (BASE SCOPE)

An initial discovery process by NV5 onsite for the incoming domestic water distribution through backflow prevention, filters, softeners, Domestic Hot Water Boiler and distribution system at the county jail for the north system. This will include a thorough onsite review process, including functional performance testing of the system with equipment manipulations being assisted by facilities staff. An Investigation Phase report will be developed.

Implementation Phase (ADD SCOPE)

Once the discovery process is concluded, a corrective action process with assignments to responsible parties will be initiated. This step in the process will utilize our reports from the Investigation Phase to develop the corrective action plans. These plans will be categorized as either deficiency or recommendations and then placed in order of ease of implementation.

Final Verification Phase (ADD SCOPE)

After corrective actions occur, a final verification testing process will be initiated by putting the systems through a Final Functional performance test and providing a final commissioning report with an executive summary.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, and specifications.
- D. Provide the following deliverables:
 - a. Opinion of probable cost to validate or modify configuration of systems.
 - b. Detailed design narrative to validate or modify configuration of systems.
 - c. Initial design corrections delivery schedule (if applicable).

ATTACHMENT B

FEE SCHEDULE

Phase 1 previously accomplished and billed for: **\$ 15,315**

This schedule indicates new fees by Phase of the Compensation for
Additional Services:

\$ 19,884 100%

100%	NV5 Consultants, Inc.	\$ 19,884
0%	N/A	\$ -

Phase I - SCHEMATIC DESIGN	\$ 19,884	100%
NV5 Consultants, Inc.	\$ 19,884	
N/A	\$ -	

ATTACHMENT C
PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **seventy-five (75) calendar days** from the date of this Supplemental Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Supplemental Agreement Execution Date	06/04/25
Phase 1 previously accomplished during the following dates:	3/2025-5/2025
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	07/04/25
30% Plans, Specifications and Estimate deliverables	08/01/25
County written authorization to proceed to next phase	08/22/25
All services shall be complete on, or before:	08/18/25