

# SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Processing Room Ventilation ("Project")

ARCHITECT/

ENGINEER: WSP USA Buildings, Inc. ("A/E")

David Douthit, Vice President 1601 South Mopac. Suite 325

Austin, TX 78746

**COUNTY'S DESIGNATED** 

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

**THIS SUPPLEMENTAL AGREEMENT NO. #2** to <u>Agreement for Design and Engineering Services</u>, 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 <u>Agreement for Design and Engineering</u> <u>Services</u> being dated effective <u>March 26<sup>th</sup>, 2025</u> ("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 scope to Processing Room Ventilation design; 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, as more fully detailed below (referred to herein as "Additional Services").

- Sealed Construction Drawings Design (SD) phase.
- Provide Opinion of Construction Costs (OPCC) based on updated design drawings.

### ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E <u>Eight Thousand Six Hundred Twenty Dollars (\$8,620.)</u> for the Additional Services, as detailed in **Attachment B – Fee Schedule**.

## ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services as 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.

A/E:	COUNTY:
WSP USA Buildings, Inc.	Williamson County, Texas
By: By: Signature	By: Signature
Ryan Bloom	
Printed Name	Printed Name
Vice President	
Title	Title
7/23/2025	Date Signed:

### **ATTACHMENT B**

### **FEE SCHEDULE**

Phases I-III previously accomplished and bille	ed for: \$	35,350	
This schedule indicates fees by Phase of the Compensation for Additional Services:	\$	8,620	100%
100% WSP USA Buildings, Inc.	\$	8,620	
0% <b>N/A</b>	\$	-	
Phase IV - REGULATORY REVIEW AND PERMITS	\$	4,490	52%
WSP USA Buildings, Inc.	\$	4,490	
N/A	\$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		2,750	32%
WSP USA Buildings, Inc.	\$	2,750	
N/A	\$	-	
Phase VII - PROJECT CLOSE-OUT	\$	1,380	16%
WSP USA Buildings, Inc.	\$	1,380	
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 **one hundred twelve (112) 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	07/22/25
Phases I-III previously accomplished during the following dates:	3/2025-7/2025
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Construction Drawings to County	08/01/25
Sealed Specifications to County	08/08/25
Complete Drawings submitted to Registered Accessibility Specialist	08/28/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Construction Drawings Addenda	09/17/25
Specifications Addenda	09/29/25
Bid Tabulation	10/10/25
Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD	
Record Documents deliverables	10/21/25
All services shall be complete on, or before:	11/11/25