

SUPPLEMENTAL AGREEMENT NO. 2 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 2 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

WHEREAS, in June of 2016, County and the A/E executed a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services in order to add the additional services of geological assessment, design, oversight, sampling and reporting of the Underground Storage Tank (UST) System Removal at the Project, which is a Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Facility ID No. 67343; and for the design and installation oversight of the Liquefied Petroleum Gas (LPG) propane tank relocation for the Project;

WHEREAS, the late addition of four design alternates for the Project will now require additional civil engineering services and a time extension of ten (10) days to the Design Development Phase services (sometimes referred to herein as the "Additional Services");

WHEREAS, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, the time extension to allow for the performance of the Additional Services and the Additional Services compensation for A/E's professional services; and

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

AGREEMENT

NOW, THEREFORE, premises considered, the County and the A/E agree that the Agreement

is supplemented, amended and modified as follows:

I. Scope of Additional Services and Fee

A/E hereby agrees to provide the Additional Services in Exhibit "A", Scope of Additional Services and Fee, which is attached hereto and incorporated herein by reference. A/E further agrees to accept the not-to-exceed Additional Services fee set forth in the attached Exhibit "A". The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit "C" of the Agreement.

II. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services within ten (10) thereof. Thus, the schedule for Design Development related services, which is set forth in Exhibit "D" of the Agreement, shall be increased from 90 days to 100 days.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

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 or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: 

Printed Name: Mark Brown

Title: Vice President, BLGY

Date: July 1, 20 16

COUNTY:

Williamson County, Texas

By: 

Printed Name: DAVID F. GATTIS

Title: County Judge

Date: 07-23, 20 16

Exhibit "A" **Scope of Additional Services and Fee**

Add Alt No.	Scope Description	Sheets Affected	Fee
1	Remove all paving, grading, water and electrical utilities serving Building a from Base Bid and include as Add Alt 1	3, 6, 39, 41, 44, 47, 50, 54, 55	\$ 2 ,946.00
2	Remove all paving, grading, water and a portion of storm drain serving Building b from Base Bid and include as Add Alt 2	3, 6, 39, 41, 44, 47, 50, 51, 54,	\$ 2 ,495.00
3	Remove all paving and finished grading from Base Bid and include as Add Alt 3. Provide interim grading plan in this area as part of Base Bid. Provide new final grading inset on SH 54 .	3, 5, 6, 39, 41, 51, 53, 54 (new inset from 53)	\$ 3 ,100.00
4	Show Building f as Add Alt 4. Paving limits are to remain unchanged. If the structural slab is to be moved from the Base Bid, then intermin grading in the area of the building footprint is to be provided.	3, 5	\$ 1,293.00
	Project administration fee (\$168.77 * 2)		\$ 337.54
	<u>Project Designer II administration fee (\$147.26 * 7)</u>		<u>\$ 1,030.82</u>
TOTAL NOT-TO-EXCEED AMOUNT:			\$11,202.36

ADDITIONAL SERVICES CONFIRMATION

To: Mr. Mark Brown
Architect/Vice President
BLGY, Inc.

Date: June 15, 2016

From: John Teague, PE

AVO: 31358

Email: jteague@halff.com

Project: Williamson County – North Campus
Facility

VIA: email

As per our discussion on June 23, 2016, additional services are being requested to prepare plan revisions for the subject site. The following additional services will be provided:

Plan Revision for Add-Alternatives 1-4: Halff Associates will prepare plan revisions as outlined in the table below for the North Campus Facility site development drawings.

Add Alt No.	Scope Description	Sheets Affected	Fee
1	Remove all paving, grading, water and electrical utilities serving Building a from Base Bid and include as Add Alt 1	3, 6, 39, 41, 44, 47, 50, 54, 55	\$ 2,946.00
2	Remove all paving, grading, water and a portion of storm drain serving Building b from Base Bid and include as Add Alt 2	3, 6, 39, 41, 44, 47, 50, 51, 54,	\$ 2,495.00
3	Remove all paving and finished grading from Base Bid and include as Add Alt 3. Provide interim grading plan in this area as part of Base Bid. Provide new final grading inset on SH 54.	3, 5, 6, 39, 41, 51, 53, 54 (new inset from 53)	\$ 3,100.00
4	Show Building f as Add Alt 4. Paving limits are to remain unchanged. If the structural slab is to be moved from the Base Bid, then intermin grading in the area of the building footprint is to be provided.	3, 5	\$ 1,293.00

TOTAL FEE: **\$9,834.00**

The fee noted above shall be considered a lump sum fee. This scope and fee is an addendum to the contract dated November 17, 2015 between Halff Associates, Inc. and BLGY, Inc. Our services will be invoiced based on the schedule outlined in the prime contract.

Upon execution, this proposal shall become a part of the previously executed agreement noted above. Please sign and date below and return a copy to me (fax or scan is acceptable). If you have any questions or require additional information please do not hesitate to e-mail or call me at 512-777-4580.

By: _____
(Print name)

Title: _____

Signature: _____

Date: _____

COPIES:

☒ File ☐ Owner ☐ Contractor ☐ Other:

ADDITIONAL SERVICES FEE ESTIMATE

PROJECT TASK	PRINCIPAL	CIVIL LEAD/ PROJECT MANAGER	SENIOR PROF. ENGR. (PE)	MID PROF. ENGR (PE)	JUNIOR PROF. ENGR. (PE)	EIT	CADD/GIS TECH	RPLS	SURVEY TECH	2-MAN SURVEY CREW	DESIGNATING 1 MAN CREW	DESIGNATING 2 MAN CREW	SUE MANAGER	SUE FIELD MANAGER	ADMIN/ CLERICAL	TOTAL
ADDITIONAL SERVICES FOR ADD ALT PREPARATION																
A. ADD ALT 1		3.0		6.0		2.0	11.0									\$2,946.00
B. ADD ALT 2		4.0		5.0		2.0	6.0									\$2,495.00
C. ADD ALT 3		2.0		6.0		2.0	11.0								1.0	\$3,100.00
D. ADD ALT 4		0.5		3.0		3.0	4.0									\$1,293.00
TOTAL Estimated Fee																\$9,834.00
HOURLY RATES	\$275.00	\$224.00	\$208.00	\$155.00	\$110.00	\$100.00	\$104.00	\$155.00	\$115.00	\$140.00	\$70.00	\$140.00	\$130.00	\$115.00	\$65.00	