

SUPPLEMENTAL AGREEMENT NO. 9 TO
AGREEMENT FOR ARCHITECTURAL AND
ENGINEERING SERVICES

WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")

This Supplemental Agreement No. 9 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 9") 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, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2, 3, 4, 5, 6, 7 & 8 to the Agreement for Architectural and Engineering Services to add Additional Services to the Agreement's Basic Services;

WHEREAS, County now must add Additional Services in the form of redesign associated with the expansion of the fuel area;

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 No. 9 sets forth the scope 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

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not to exceed lump sum amount of \$37,335.63.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 9

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.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 9 and/or the terms of any document attached hereto as exhibits.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 9, 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: V.P.

Date: 11/21/, 2017

COUNTY:

Williamson County, Texas

By: 

Printed Name: Dan A GATT

Title: County Judge

Date: 12-11, 2017

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not to exceed lump sum amount of **\$37,335.63**.

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 9

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.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 9 and/or the terms of any document attached hereto as exhibits.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 9, 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: V.P.

Date: 11/21/, 20 17

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20 ____

EXHIBIT “A”

A/E will provide the following Additional Services:

A. Fuel System Changes and Additions Scope of Services:

Modifications to the design plans and specifications to include the requested fuel system changes and additions. No additional meetings or site visits will be required for this work.

The tasks included in this additional scope of services include:

Design Changes

Using the approved design plans and specifications that were previously designed for the Project’s fueling system, A/E will provide the following requested design changes:

- Increase the size of the canopy by 20-feet;
- Updating canopy specifications to require design to have Corpus Christi design loads;
- Shift the diesel and gasoline USTs 20-feet;
- Adjust piping due to the change in orientation of tanks and dispensers;
- Upgrade the specifications for the Fuel Master systems from the original 2500 Plus model to the 3505 Plus model, which includes adjusting communication specifications to meet the new requirements of this model, AIM hose nozzle specifications, and RF/ID module specifications for County vehicles; and
- Lengthen the fuel islands 20-feet, shifting the Fuel Master and one dispenser on each fueling island to allow for an additional 10-feet between the Fuel Master and each dispenser; and
- The propane system location and size will remain as originally designed. Changes to the previously designed propane system are not included.

Diesel Exhaust Fluid (DEF) Tank Design

A/E will add a DEF tank to the plans in the proposed fueling station. This will require modifications to the site drawings, as well as design of the piping. The electrical and communication design for this system is not included in this proposal. It is A/E’s understanding that the County has requested four (4) DEF dispensers, each with one hose, on the site. The plans generated by A/E will show the requested DEF dispenser locations and equipment. The specifications for the DEF tank and dispensers will be provided by A/E.

Additional oversight for the installation of the new DEF tank system is not anticipated and is not included.

Electrical and Communication Oversight

This additional scope of services does not include any electrical or communication design or oversight. It is A/E’s understanding that the contractor selected to construct the Williamson County fuel system will provide the electrical and communication design. If oversight of the

EXHIBIT "A"

electrical and communication construction is desired, A/E can provide it as additional services using the rates agreed to in the Agreement.

Exclusions

This additional scope of services does not include the following:

- Any additional changes to the scope not otherwise listed above;
- Structural design of the canopy;
- Review of contractor documents;
- Travel to the site and/or meetings; and
- Electrical and communication design.

B. Plan Revision for the Inclusion of large landscaping rocks east of the Proposed Fuel Area and the inclusion of an additional access drive to the Vehicle Storage Area:

A/E will prepare plan revisions as outlined below for the Project site development drawings. As a part of such additional services, A/E will provide:

- Coordination regarding the inclusion of large landscaping rocks along the northern edge of the landscaping area to the east of the proposed fueling area.
- Dimensionally locate the rocks along the eastern edge of the landscaping area to allow conveyance of storm-water through this area.
- Coordination regarding the inclusion of an additional access road to the Vehicle Storage Area from the South-East Corner of the Vehicle Storage Area.
- Layout the drive with appropriate dimensions as stipulated in the City of Georgetown UDC.
- Update the grading sheet with applicable contours and spot elevations to construct the new drive.
- Size the culvert for the drive and call out the size and material of the culvert.
- Route plan revisions through the City of Georgetown for approval.
- Gate and fence alterations are not included in this scope.