

SUPPLEMENTAL AGREEMENT NO. 11 TO **AGREEMENT FOR ARCHITECTURAL AND** **ENGINEERING SERVICES**

WILLIAMSON COUNTY NORTH CAMPUS PROJECT (“Project”)

This Supplemental Agreement No. 11 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 11”) 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, 9 & 10 to the Agreement for Architectural and Engineering Services to add Additional Services to the Agreement’s Basic Services;

WHEREAS, County wishes to add Additional Services in the form of additional Construction Administration services for the (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction; (2) construction of Alternate #1 A - Facility Storage Building; and (3) for the remodel of the existing vehicle impound building at the Project;

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. 11 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 following Additional Services:

Provide additional construction administration services for the (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction; (2) construction of Alternate #1 A - Facility Storage Building; and (3) remodel of the existing vehicle impound building at the Project. The additional construction administration services shall be performed in the same manner and accordance with the Construction Phase Services set out under Paragraph (f.) of Exhibit "B" of the Agreement.

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 \$43,346.35, which is broken down and allocated as follows:

- | | |
|---|-------------|
| (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction: | \$5,297.87 |
| (2) Construction of Alternate #1 A - Facility Storage Building and Remodel of the existing vehicle impound building: | \$38,048.48 |

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 11

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. 11 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. 11, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: 

Printed Name: Mark Daniel Brown

Title: Architect/ VP

Date: November 2, 20 18

COUNTY:

Williamson County, Texas

By: 

Printed Name: Bar A Gentry

Title: County Judge

Date: 11-15, 20 18

Provide additional construction administration services for the (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction; (2) construction of Alternate #1 A - Facility Storage Building; and (3) remodel of the existing vehicle impound building at the Project. The additional construction administration services shall be performed in the same manner and accordance with the Construction Phase Services set out under Paragraph (f.) of Exhibit "B" of the Agreement.

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 \$43,346.35, which is broken down and allocated as follows:

- | | |
|---|-------------|
| (1) Diesel Exhaust Fluid (DEF) portion of the fuel area construction: | \$5,297.87 |
| (2) Construction of Alternate #1 A - Facility Storage Building and Remodel of the existing vehicle impound building: | \$38,048.48 |

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 11

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. 11 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. 11, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

BLGY, Inc.

By: 

Printed Name: Mark Daniel Brown

Title: Architect/ VP

Date: November 2, 2018

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____