



**SUPPLEMENTAL AGREEMENT NO. 1
TO
FIRST AMENDED AND RESTATED AGREEMENT FOR DESIGN & ENGINEERING
SERVICES**

PROJECT: Children's Advocacy Center Addition ("Project")

ARCHITECT/ENGINEER: BLGY, Inc. ("A/E")
Benny L. Hawkins, AIA, President
8001 Centre Park Dr., Suite 150
Austin, Texas 78754

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to First Amended and Restated 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"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **First Amended and Restated Agreement For Design and Engineering Services** being dated effective **August 4, 2021** ("Agreement");

WHEREAS, pursuant to **Article 13**, the terms of the Agreement may be modified by a written, fully executed Supplemental Agreement;

WHEREAS, the **Additional Services** under **Article 7** of the Agreement are limited to **Twenty-Nine Thousand, Four Hundred Sixty-Two Dollars (\$29,462)**; and,

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

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

A. Additional Services and Charges:

In accordance with Article 7 of the Agreement, A/E has performed Additional Services for which it shall be compensated **Eighteen Thousand and Ninety-Six Dollars (\$18,906)**. The Additional Services subject of this Supplemental Agreement are set forth in **Attachment 1**, which is attached hereto and incorporated herein for all purposes.

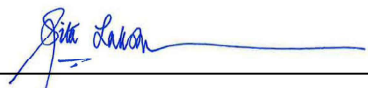
B. EXHIBIT B – Fee Schedule/Hourly Rates:

A/E and County hereby agree to amend and supplant the existing Hourly Rate Schedules in the Agreement with the Hourly Rate Schedules in **Attachment 2**, which is attached hereto and incorporated herein for all purposes.

All other terms of the Agreement and any prior amendments thereto, if any, 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, 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:
BLGY, Inc.

By: 
Signature

Sita Lakshminarayan
Printed Name

Vice President
Title

Date Signed: 09/09/21

WILLIAMSON COUNTY:

By: 
By: Bill Gravell (Sep 15, 2021 07:53 CDT)

Bill Gravell Jr.
Williamson County Judge

Date Signed: Sep 15, 2021



ATTACHMENT 1

2204 Forbes Drive
Suite 101
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

July 26th, 2021

Mr. Trenton H. Jacobs, AIA
County Architect,
Williamson County Facilities
3101 SE Inner Loop,
Georgetown, Texas – 78626

RE: **Change Proposal for Revit Model Changes Required by Post- VE Construction Budget Augmentation and Marketing/Fundraising Exhibits for the CAC's events WILCO Children's Advocacy Center Addition**
BLGY PROJECT: 22002

Dear Trent:

BLGY has encountered two recent scenarios requiring work outside the parameters of Basic Services Agreement with Williamson County for the Design and Construction of the Addition to the Williamson County Children's Advocacy Center. These changes are itemized and described below.

1. On 01-29-21, BLGY provided a 55% Document Set to Vaughn Construction for the purposes of pricing. Vaughn Construction shared with the County on 03-04-21 a cost estimate that proved to be significantly over budget. The CMAR's cost estimate, affected in no small measure by pandemic-induced material shortages, shipment issues, and further material procurement challenges from the Texas freeze that occurred earlier this year. Several meetings ensued between the County, Vaughn, BLGY and CAC to discuss Value Engineering opportunities to help bring the project within the assigned budget. Numerous scenarios discussed included donated sub-contracting (see email attached d/03-25-21, 03-31-21, 04-16-21 and 04-21-21), as the County was working through efforts to bring the CAC staff onboard with scope reduction and how it would affect the initial floor plan, versus the plan without Value Engineering reductions requiring shelled out areas. When the donated sub-contracting route explored did not provide any significant savings to the project, a cooperative process of Value Engineering occurred at the end of the Design Development Phase to enable the project to meet the County's budget and prepare the design team to move forward with production of Construction Documents. Subsequent to the preceding VE discussions and drawings changes, on 06-11-21, the County informed that it was able to secure federal funding to augment the CAC's Construction Budget and thereby help to bridge the gap caused by cost overages during the Pandemic (see email d/06-21-21). A meeting was called by the County on 07-01-21 with BLGY and Vaughn in attendance to discuss the impact of this funding on prior VE discussion and overall project scope/budget. To bring the documents back to the Pre-VE stage, the Revit model will have to be modified with changes that will affect the site plan, floor plan, roof plan, ceiling plans and details. Approximately 12 sheets will be affected by these changes. BLGY's proposed fee for this change is Eighteen Thousand Ninety Six

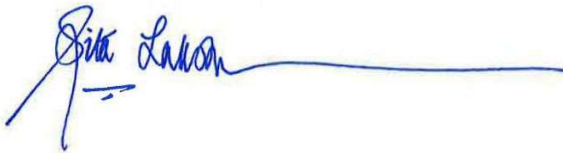
Dollars Only (**\$18,096.00**). The attached fee schedule (Exhibit B) outlines personnel hours needed to complete these tasks.

2. BLGY provided exhibits to aid marketing and fundraising efforts by CAC Staff for the CAC addition. BLGY provided renderings, a video walkthrough and a PowerPoint slide presentation. BLGY's provided these services in good faith as a gift to the CAC and County, the value of this gift is Eight Thousand Eight Hundred Forty One Dollars Only (**\$8, 841.00**). Since the fundraising route to significantly augment project construction funding has been abandoned, and significant extension in project schedule has caused profitability challenges, BLGY is requesting compensation for these services that were an enrichment to the project we can no longer quantify towards the intended original intent. See attached email Exhibit C and fee schedule Exhibit C outlining personnel hours needed to complete these tasks.

Please let me know if you need additional information or if you have further questions related to the preceding.

BLGY sincerely appreciates project restart and we look forward to the successful completion of this much-needed facility for the County.

Sincerely,

A handwritten signature in blue ink, reading "Sita Lakshminarayan", followed by a long horizontal line.

Sita Lakshminarayan, AIA, ALEP, LEED AP
Vice President
cc: Benny Hawkins - blhawkins@blgy.com

WILCO CAC Additional Service for Post-VE Changes to the Design Documents									
		WILCO CAC -							
WILCO CAC - POST VE-CHANGES TO DOCUMENTS									
LABOR COST	Personnel	Hourly Rate	Week Ending 07/22	Week Ending 07/29					
	Principal-in-Charge	222.85	2.5	2.5					
	Project Manager	192.61	14.0	35.0					
	CADD Tech	110.94	30.0	38.0					
	Subtotal Hours		46.5	75.5	0.0	0.0	0.0	0.0	0.0
	Labor Dollars	\$ 18,096.06	\$ 6,581.87	\$11,514.20	\$ -	\$ -	\$ -	\$ -	\$ -