



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: CJC New District, County, & AG Courts ("Project")

**ARCHITECT/
ENGINEER:**

Reliance Architecture, LLC ("A/E")
Antonio Naylor, AIS, ALEP, Principal Architect
12 Chisholm Trail, Suite 200
Round Rock, TX 78681

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 1 to 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, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective December 8, 2021 ("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 **1) Repurpose the existing 2nd Floor Training Courtroom & associated offices as an AG Courtroom with associated Chambers & Workrooms and 2) Create an additional 1st Floor Jury Deliberation Room**; 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 Additional Services detailed in Attachment A – Scope of Additional Services (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Six Thousand, Three Hundred Fifty Dollars (\$ 26,350)** as detailed in Attachment B – Fee Schedule.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in are 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, 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:

Reliance Architecture, LLC

By: _____
Signature



Antonio Naylor

Printed Name

President/ Principal Architect


Title

Date Signed: 3/29/2022

COUNTY:

Williamson County, Texas

By: _____
Signature



By: [Bill Gravell \(Apr 5, 2022 12:52 CDT\)](#)

Bill Gravell

Printed Name

County Judge

Title

Date Signed: Apr 5, 2022

ATTACHMENT A

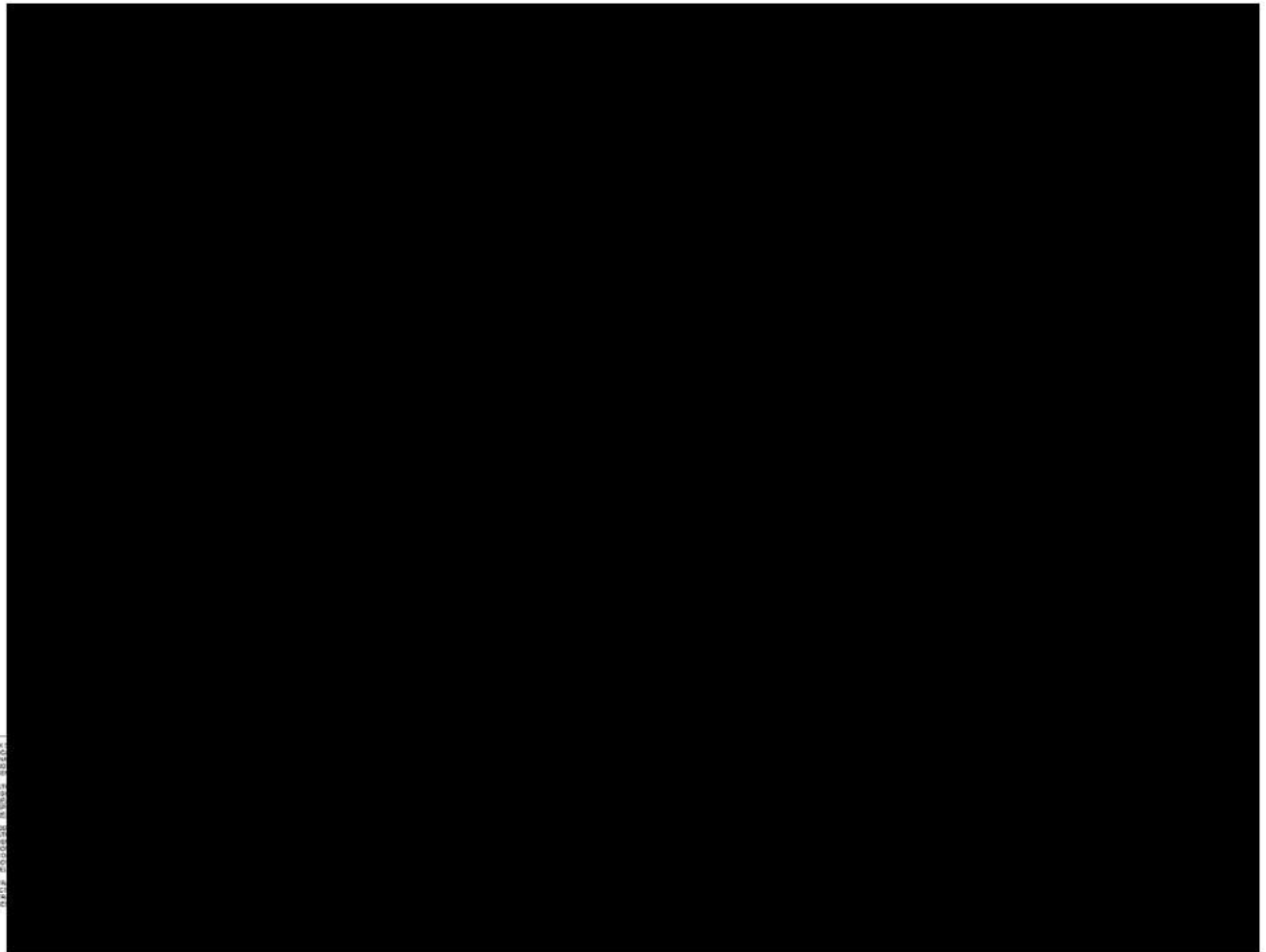
SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

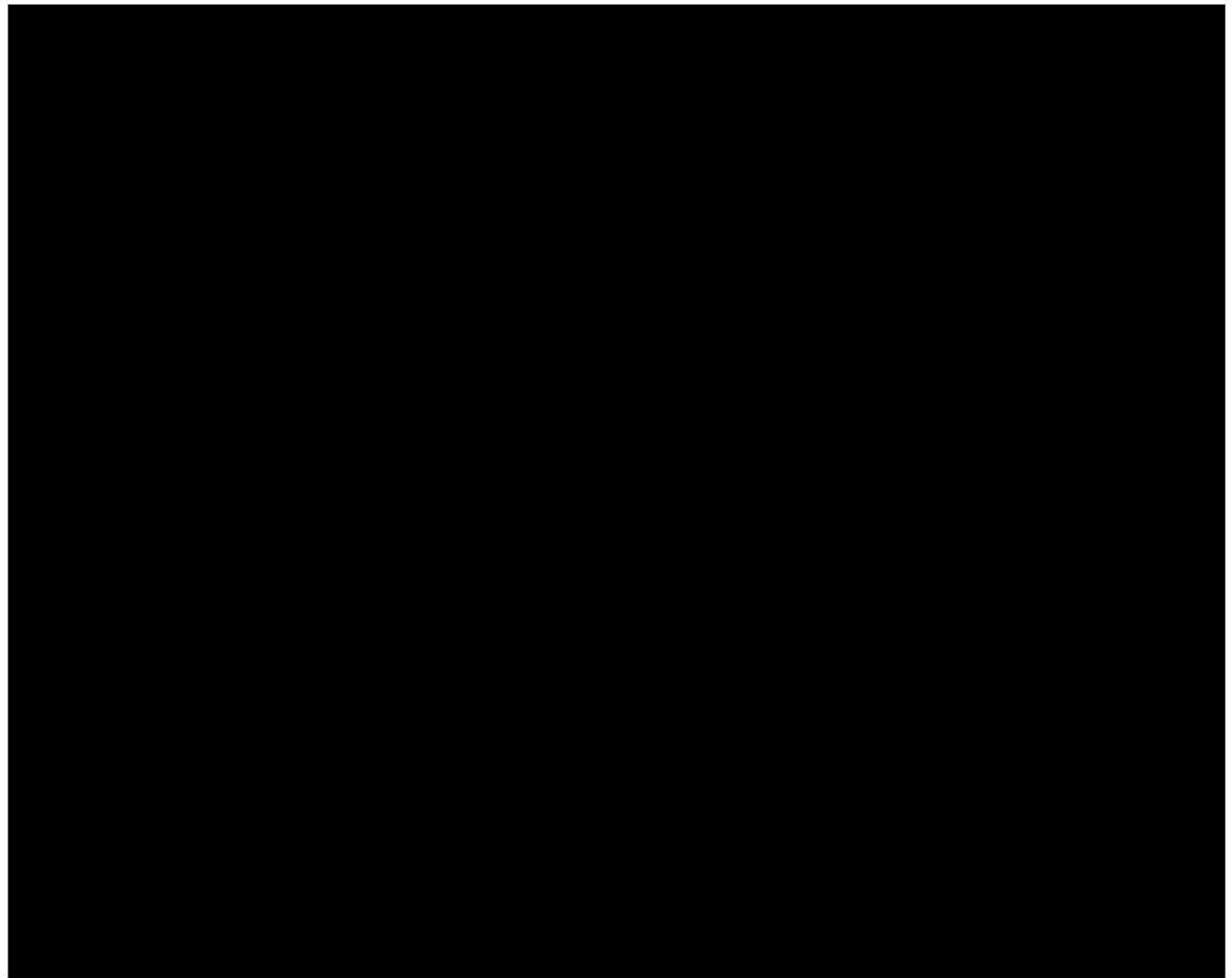
In consideration of the Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard architectural and engineering practices:

SCOPE OF WORK:

Williamson County Justice Center
405 MLK
Georgetown, TX 78626
New District Court Jury Room Remodel & New AG Court Remodel
P515



1. WORK
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100. WORK



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I-II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

- D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- E. Prepare a Design Development level cost estimate in a form acceptable to County.
- F. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having

review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Conduct and oversee pre-construction meeting.
- C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

- D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- E. Conduct and oversee bi-weekly progress meetings.
- F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical

service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the **Additional Fee:** **\$ 26,350** 100%

69%	Reliance Architecture	\$	18,150
31%	MEP Services	\$	8,200

Phase I-II - DESIGN DEVELOPMENT (SD & DD)	\$	11,550	44%
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Reliance Architecture	\$	8,250
MEP Services	\$	3,300

Phase III - CONSTRUCTION DOCUMENTS	\$	9,510	36%
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Reliance Architecture	\$	5,610
MEP Services	\$	3,900

Phase IV - REGULATORY REVIEW AND PERMITS	\$	-	0%
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Reliance Architecture	\$	-
MEP Services	\$	-

Phase V - BIDDING, AWARD, AND EXECUTION	\$	990	4%
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Reliance Architecture	\$	990
MEP Services	\$	-

Phase VI - CONSTRUCTION ADMINISTRATION	\$	4,300	16%
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Reliance Architecture	\$	3,300
MEP Services	\$	1,000

Phase VII - PROJECT CLOSE-OUT	\$	-	0%
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Reliance Architecture	\$	-
MEP Services	\$	-

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Three Hundred Twenty-Nine (329) 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 (10) business days minimum.

Supplemental Agreement Execution Date	04/05/22
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Phase I & II - SCHEMATIC & DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	04/29/22
County written authorization to proceed to next phase	05/04/22

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	05/18/22
County written authorization to proceed to next phase	05/23/22

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	05/30/22
Plans submittal to TDLR	05/30/22

Phase V - BIDDING, AWARD, AND EXECUTION

County negotiates project with Coop Vendor	06/13/22
Contract Award	06/21/22

Phase VI - CONSTRUCTION ADMINISTRATION*

Contractor Notice to Proceed	06/22/22
Construction Substantial Completion	09/30/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables 10/31/22

Supplemental Agreement Termination Date 02/28/23