



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

PROJECT: Expo Winter Storm Repairs ("Project")

ARCHITECT/

ENGINEER:

Wiss, Janney, Elstner Associates, Inc. ("A/E")

John R. ~~Kintz~~, PE, Associate III

Kintz

9511 N. Lake Creek Parkway

Austin, TX 78717

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**, 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 Agreement for Design and Engineering Services being dated effective June 29, 2021 ("Agreement");

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **have the roof foundations permanently repaired**;

WHEREAS, in accordance with Article 7 of the Agreement, this Supplemental Agreement provides a description of the scope of Additional Services, as well as the Additional Services compensation and Production Schedule for A/E's professional services related to the Additional Services; and

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

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 detailed in Attachment A – Scope of Additional Services (referred to herein as the “Additional Services”).

II. ADDITIONAL SERVICES COMPENSATION

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E Eleven Thousand Six Hundred Dollars (\$11,600.00), as detailed in Attachment B – Fee Schedule for performance of the Additional Services.

III. PRODUCTION SCHEDULE FOR ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services in accordance with Attachment C – Production Schedule.

IV. TERMS OF AGREEMENT CONTROL AND 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 signatory, 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:
Wiss, Janney, Elstner Associates, Inc.

By: 
Signature

John Kintz
Printed Name

Associate III and Project Manager
Title

Date Signed: March 28, 2022

WILLIAMSON COUNTY:

By: 
Signature

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 Expo Center
5350 Bill Pickett Trail
Taylor, Texas
P566

Task 1 – Column and CMU Wall Anchor Repair

A/E shall conduct additional analysis of the anchors and footing to verify adequacy of the existing foundation to support the new frame loads, which were designed to resist loads omitted in the original design, as detailed in A/E report dated May 3, 2021. Multiple iterations of analysis are also needed to accommodate differences between the preliminary and final loads from the metal building manufacturer. A/E shall provided a signed and sealed drawing set for construction. A/E shall also provide contractor pricing assistance, providing project information and responses to contractor and Williamson County questions.

Task 2 - CA Services (work not yet performed)

A/E shall provide CA services to facilitate the completion of the foundation anchor and CMU repairs in general accordance with the original design drawings and A/E's March 11, 2022 drawing set. These services shall include off-site CA, such as responses to Contractor Requests for Information (RFIs), submittal review, construction observations, and corresponding site visit reports. For budgetary purposes, it has been assumed that A/E will review a total of three RFIs, three submittals, and conduct a total of three half-day site visits over the duration of the project.

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 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. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- C. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- D. 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.
- E. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- F. 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.
- G. 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. 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.

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

ATTACHMENT B

FEE SCHEDULE / HOURLY RATES

This schedule indicates fees by Phase of the Additional Fee:		\$ 11,600	100%
100%	WJE	\$ 11,600	
Task 1 - COLUMN & WALL ANCHOR REPAIR		\$ 5,400	47%
	WJE	\$ 5,400	
Task 2/ Phase VI - CONSTRUCTION ADMINISTRATION		\$ 6,200	53%
	WJE	\$ 6,200	
Phase VII - PROJECT CLOSE-OUT		\$ -	0%
	WJE	\$ -	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

CPI Rate Adjustments: Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the

Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Table 1. Hourly Billing Rates

Professional Staff	
Senior Principal	\$350.00
Principal	\$290.00
Associate Principal	\$235.00
Senior Associate	\$205.00
Associate III	\$185.00
Associate II	\$160.00
Associate I	\$130.00

Professional Support Staff	
Senior Specialist	\$150.00
Specialist	\$135.00
Senior Technician	\$115.00
Technician II	\$100.00
Technician I	\$85.00

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment** of this Supplemental Agreement within **One Hundred Eighty-One (181) 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	03/29/22
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Phase VI - CONSTRUCTION ADMINISTRATION✱

Contractor Notice to Proceed	03/29/22
Construction Substantial Completion	06/27/22

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/27/22
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Supplemental Agreement Termination Date	09/26/22
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