

# SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Jail-CJC Master Plan ("Project")

ARCHITECT/

**ENGINEER:** 

Johnston, LLC("A/E")

Rich Elwood, Director of Management

2603 Augusta Dr., Suite 1500

Houston, Texas 77057

**COUNTY'S DESIGNATED** 

REPRESENTATIVE:

Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to <u>Agreement for Design and Engineering Services</u>, 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.

#### RECITALS

WHEREAS, County and A/E previously executed <u>Agreement for Design and Engineering Services</u> being dated effective <u>November 2, 2021</u> ("Agreement");

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

WHEREAS, the Production Schedule under Exhibit C of the Agreement needs to be extended due to additional editing required for the final work product; and,

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:

# EXHIBIT C - shall be replaced in its entirety with attached updated exhibit.

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.

<b>A/E:</b>			COUNTY:	
Johnston, I	IC S	Williamson C	County, Texas	
By:	Tide Chool		By: Bill Gravell (Apr 15, 2022 08:20 CDT)	
Signature			Signature	
R:	CH Elwood		Bill Gravell	
Printed Name			Printed Name	
Di	Rector		County Judge	
Title			Title	
Date Signe	d: 3/31/202	2	Date Signed: Apr 15, 2022	
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## **EXHIBIT C**

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Ninety-Four (94) calendar days** from the date of this 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.

Agreement Execution Date

11/02/21

Phase I - SCHEMATIC DESIGN	
Preliminary Report Deliverables	12/23/21
Assessment Report and Fee Proposal Deliverables	04/30/22
Agreement Termination Date	07/08/22