



**SUPPLEMENTAL AGREEMENT NO. 01
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: CJC Judges' Security Improvements ("Project")

**ARCHITECT/
ENGINEER:** Johnston, LLC ("A/E")
Rich Elwood, Director of Management
2603 August 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. 01 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"), is made pursuant to the terms and conditions of said Agreement 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 January 28th, 2022 ("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 **include additional items into the project scope and adjust the schedule**; 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 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 **Six Thousand Two Hundred Fifty Dollars (\$6,250)** as detailed in Attachment B – Fee Schedule.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services as 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:

Johnston, LLC

By: 

Signature



Printed Name



Title

Date Signed: 1/11/2023

COUNTY:

Williamson County, Texas

By: 

By: Bill Gravell (Jan 26, 2023 11:44 CST)

Signature



Printed Name



Title

Date Signed: Jan 26, 2023

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 planning, landscape architectural, architectural and engineering practices.

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

SCOPE OF WORK:

A/E shall provide Additional Services associated with the design of the following items:

- **Equipping vehicular gates at Forest St. with license plate readers and call buttons in lieu of card reader.**
- **Reconfiguring sidewalks and parking to improve accessibility to the building.**
- **Treatment of existing exterior windows of the Justice Center building to provide ballistics protection.**

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

	\$ 201,366	100%
100% Johnston, LLC	\$ 201,366	
Phase I - ASSESSMENT & SCHEMATIC DESIGN	\$ 21,907	11%
Johnston, LLC	\$ 21,907	
Phase II - DESIGN DEVELOPMENT	\$ 37,556	19%
Johnston, LLC	\$ 37,556	
Phase III - CONSTRUCTION DOCUMENTS	\$ 79,321	39%
Johnston, LLC	\$ 73,071	
Johnston, LLC - Additional Services (SA #1)	\$ 6,250	
Phase IV - REGULATORY REVIEW AND PERMITS	\$ 3,545	2%
Johnston, LLC	\$ 3,545	
Phase V - BIDDING, AWARD, AND EXECUTION	\$ 3,545	2%
Johnston, LLC	\$ 3,545	
Phase VI - CONSTRUCTION ADMINISTRATION	\$ 49,944	25%
Johnston, LLC	\$ 49,944	
Phase VII - PROJECT CLOSE-OUT	\$ 5,549	3%
Johnston, LLC	\$ 5,549	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Five Hundred Ninety Two (592) 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 **01/25/22**

Phase I - ASSESSMENT & SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	01/31/22
30% Plans, Specifications and Estimate deliverables	03/04/22
County written authorization to proceed to next phase	03/18/22

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	01/20/23
County written authorization to proceed to next phase	01/30/23

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	02/20/23
County written authorization to proceed to next phase	03/02/23

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans, Specifications and Estimate deliverables to County	03/02/23
Plans submittal to TDLR and Permit application submittal to City	03/02/23
Construction Permits received from City	03/16/23

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	03/16/23
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County advertises project for Bid	03/16/23
Contract Award	04/15/23

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	04/22/23
Construction Substantial Completion	07/15/23

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/29/23
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Agreement Termination Date	09/16/23
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