

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

PROJECT: Justice Complex Improvements ("Project")

ARCHITECT/

ENGINEER: Johnston, LLC. ("A/E")

Chad Abaya, Senior Manager 2603 Augusta Drive, Suite 1600

Houston, TX 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"), 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.

RECITALS

WHEREAS, County and A/E previously executed <u>Agreement for Design and Engineering</u> <u>Services</u> being dated effective <u>January 28th</u>, <u>2022</u> ("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 **update floor plan drawings**; 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 following Additional Services:

- 1. Updated background drawings and model of the floor plans.
- 2. Site visit for scope walk the with new Construction Manager.
- 3. Revise civil drawings for new layout and details of fence.
- 4. Revise structural drawings for new layout and details of fence.
- 5. Revise electrical drawings for new layout and details of fence.
- 6. Revise low voltage drawings for new layout and details of fence.

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Fifty-Eight Thousand Dollars (\$58,000.)**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services September 30th, 2024.

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, or presiding officer of the Williamson County Commissioners Court in the absence of the 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.

Chad Abaya

Printed Name

Senior Manager

Title

Date Signed: __04/24/24

COUNTY:

Williamson County, Texas

By: Bill Gravell (Apr 30, 2024 14:20 CDT)
Signature

Bill Gravell

Printed Name

County Judge

Title

Apr 30, 2024 Date Signed: ___