

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

PROJECT: ESOC Data Center Cooling Upgrades ("Project")

ARCHITECT /

**ENGINEER:** Ramirez-Simon Engineering, LLC ("A/E")

Steven Simon, P.E., Principal 1 Chisolm Trail, Suite 450 Round Rock, Texas 78681

**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**, a body corporate and politic under the laws 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>March 22, 2023</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 relocate Computer Room Air Conditioning (CRAC) unit #4 and replace two (2) UPS units.; 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:

Conduct site visit to evaluate existing conditions to replace two (2) UPS Systems which will provide space for CRAC unit #4's new location with electrical panel feeding associated with existing panels.

A/E shall provide amended construction documents and will issue amended documents prior to receipt of bids for construction.

### ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E Fourteen Thousand Three Hundred Forty and N0/100 Dollars (\$ 14,340.00)

### ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before December 30, 2026.

## 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: Ramirez-Simon Engineering, LLC	<b>COUNTY</b> : Williamson County, Texas
By: At O	By: Steve Snell (Jun 4, 2025 14:15 CDT)
Signature	Signature
Steven Simon, PE	Steve Snell
Printed Name	Printed Name
Principal	Williamson County Judge
Title	Title
Date Signed:	Date Signed: 06/04/2025