

**SUPPLEMENTAL AGREEMENT NO. 2**

**BETWEEN**

**NUECES COUNTY AND PRUITT CONSULTING, INC.**

**WHEREAS**, the County of Nueces and Pruitt Consulting, Inc. entered into a Professional Services Contract, dated March 24, 2015, for Accessibility Assessment services (herein “Agreement”); and

**WHEREAS**, the parties acknowledged in Article 4 of the Agreement that the maximum amount payable under the Agreement was only an estimate based on the contemplated man hours necessary to complete the scope of work and a Supplemental Agreement could be necessary to adjust the maximum amount payable should additional man hours be required; and

**WHEREAS**, the parties agree that additional man hours are necessary to complete the scope of work and therefore desire to increase the maximum amount payable set out in the Agreement.

**NOW THEREFORE**, Nueces County and Pruitt Consulting, Inc., in consideration of the mutual agreements contained in the original contract and additional monies provided herein, do hereby mutually agree:

1. The first sentence of Article 4 is hereby withdrawn in its entirety and replaced with the following:

The maximum amount payable under this contract is \$430,000.00 plus expenses, unless modified as provided in Article 10 – Supplemental Agreements.

2. All other terms of the Agreement not contrary to the provisions herein remain in effect and are not changed.

**IN WITNESS WHEREOF**, Nueces County and Pruitt Consulting, Inc. have executed these presents in duplicate.

**WITNESS** our hands on this \_\_\_\_ day of January 2018.

**NUECES COUNTY**

**PRUITT CONSULTING, INC.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**SAMUEL L. NEAL JR.**

**CARROLL LEE PRUITT**

**NUECES COUNTY JUDGE**

**PRESIDENT/CEO**

**ATTEST:**

\_\_\_\_\_

**KARA SANDS**, County Clerk

