

**AMENDMENT NO. 2  
TO  
AGREEMENT FOR ARCHITECTURAL AND ENGINEERING  
PHASE II SERVICES**

**STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

**RECITALS**

**THIS AMENDMENT NO. 2 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING PHASE II SERVICES** (“Amendment No. 2 to Phase II Agreement”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, ("County") and Jackson & Ryan Architects, Inc., a Texas corporation ("A/E") and becomes effective upon the date of the last party’s execution below.

**WHEREAS**, the County intends to reconstruct and expand the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626, hereinafter called the “Project”; and

**WHEREAS**, the County and the A/E executed an Agreement for Architectural and Engineering Services for Phase I programming and schematic design services to be effective as of August 18, 2014 (“Phase I Agreement”); and thereafter added Additional Services as set out in Amendment No. 1 to the Phase I Agreement dated effective as of December 3, 2015 (“Amendment No. 1 to Phased I Agreement”);

**WHEREAS**, A/E has completed the Phase I programming and schematic design services and the Additional Services set out and described in both the Phase I Agreement and Amendment No. 1 to Phased I Agreement;

**WHEREAS**, pursuant to the Phase I Agreement, County and A/E thereafter executed an Agreement for Architectural and Engineering Services for Phase II Services effective October 11, 2016 (“Phase II Agreement”);

**WHEREAS**, in accordance with the terms of the Phase II Agreement, the A/E and County added Design Development, Construction Documents, Bidding, and Construction Administration as a part of Phase II professional engineering and architectural services in relation to the Project, all of which constituted Additional Services under Amendment No. 1 to the Phase II Agreement dated effective as of February 8, 2018 (“Amendment No. 1 to Phase II Agreement”);

**WHEREAS**, County now desires to obtain, and A/E agrees to provide additional architectural and engineering services for the Existing Outdoor Kennel Renovations & Expansion at the Project pursuant to County’s conceptual drawings, all of which constitutes Additional Services under the Phase II Agreement;

**WHEREAS**, pursuant to Section III of the Phase II Agreement, the County and the A/E desire to execute this Amendment No. 2 to Phase II Agreement to reflect the parties' agreement as to the scope of the Additional Services to be provided, the lump sum fee to be paid for such Additional Services and the schedule for A/E's completion of such Additional Services; and

**WHEREAS**, it has become necessary to amend the Agreement as set out herein below:

### **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the A/E agree that the Phase II Agreement is amended, supplemented and modified as follows:

#### **I. The A/E shall provide the following Scope of Additional Services:**

- a. Design and Construction Documents with all associated engineering services for Existing Outdoor Kennel Renovations & Expansion, per County provided conceptual drawings
- b. Civil design modifications & plan updates, as required; to include, but not limited to:
  - i. Dimension Control & Layout coordination
  - ii. Grading, Paving, & Sidewalk
  - iii. Overall Site Plan revisions (including tables & calculations)
  - iv. Water & Wastewater Utility Services
  - v. Storm Drainage
  - vi. Erosion & sedimentation Control
  - vii. City of Georgetown Formal Site Plan Corrections
  - viii. TCEQ Formal WPAP Revisions
- c. Landscape modifications, as required; to include, but not limited to:
  - i. Code Review as related
  - ii. Plan Updates to reflect changes
- d. MEP Engineering Services, as required
- e. Structural Engineering Services, as required; to include, but not limited to:
  - i. Foundation Design & associated design documents
  - ii. Structural Steel Framing Design & associated design documents
  - iii. Structural Masonry Framing Design & associated design documents
  - iv. Roof Framing Design & associated design documents
- f. Updating all said changes into the Project Record Drawings
- g. A/E Construction Administration, as necessary

#### **II. Fee for Additional Services and Expenses:**

The fee to be paid to A/E for A/E's performance of the above-described Additional Services and related expenses shall not exceed \$68,565.00. The said not to exceed fee shall be paid by the County in accordance with the terms of the Agreement. The source of the funding shall not be from the Project funding, but, rather shall be from the Animal Shelter Donations Fund.

**III. Schedule of Completion for Additional Services:**

A/E agrees to complete the above-described Additional Services in accordance with County's needs and such services shall not delay any other services being performed by A/E or the Construction Contract for the Project. More specifically, all Additional Services described above, except for Construction Administration and Bidding Phase related services, shall be completed on or before **December 14, 2018**. Construction Administration and Bidding Phase Services shall be performed as required by County and completed in the normal course of work for the Project.

**IV. Representations:**

Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 2 to Phase II Agreement and to perform its obligations under the Agreement; and, furthermore, the Phase II Agreement and this Amendment No. 2 to Phase II Agreement are the valid, binding and enforceable obligations of such party.

**V. Effect of Amendment:**

All other terms of the Phase II Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Phase II Agreement to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS:**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_, 20\_\_\_\_  
Date

**JACKSON & RYAN  
ARCHITECTS, INC.**

By: \_\_\_\_\_  
Signature

Martha Seng  
Printed Name

Principal  
Title

November 16 \_\_\_\_\_, 2018  
Date