# SUPPLEMENTAL WORK AUTHORIZATION NO. <u>2</u> TO WORK AUTHORIZATION NO. <u>4</u>

### WILLIAMSON COUNTY ROAD BOND PROJECT: Atlas 14 Floodplain Mapping Update – Study Area Analysis

This Supplemental Work Authorization No. 2 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective May 1, 2021 and executed July 14, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

#### **AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Work Authorization shall terminate on <u>December 31, 2025</u>. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$2,511,409 to \$3,311,409.

County and Engineer agree that for and in consideration of both the payments of compensation to be made by County pursuant to this Supplemental Agreement No. 2 and any addition of time set out herein, if any, the sufficiency of which are acknowledged by Engineer, and effective upon the payment of all sums that may become due under this Supplemental No. 2, Engineer, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants of and from any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Contract or the Project for the period of time from the commencement of the Engineering Services under the Contract through the Effective Date of this Supplemental Agreement No. 2, whether for extra or additional services, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office

overhead or expense, interest, penalties for late payment, attorneys' fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Nothing herein shall be construed or interpreted to release any potential claims between Engineer and County for projects other than the Project identified in the Contract. Furthermore, nothing set forth in this Supplemental Agreement No. 2 is intended or shall be construed to alter the requirements of the Contract for completion of the Engineering Services, including the Additional Services described herein and yet to be performed by Engineer as of the Effective Date of this Supplemental Agreement No. 2 and County's payment of compensation for the Additional Services set out in this Supplemental Agreement No. 2 in accordance with the terms of the Contract.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER: Halff Associates, Inc.	COUNTY: Williamson County, Texas
Stephen Crawford	
By:	By: Signature
Stephen Crawford	
Printed Name	Printed Name
Vice President	
Title	Title
12/3/24	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

**APPROVED** 

By Christen Eschberger at 11:06 am, Dec 30, 2024

# **EXHIBIT C**

# Supplemental Work Authorization No. 2 Work Authorization No. 4 – Study Area Analysis

# **Grant Schedule**

Williamson County anticipates a 56-month schedule for the implementation of the grant project. The engineering implementation is proposed within a 47-month schedule to allow for TWDB coordination and grant closeout. It should be noted that the project start date may shift, but the duration of activities is not anticipated to change. The schedule below displays the sequencing of grant activities.

TASK	START	END
Notice to Proceed*	4/1/2021	
1. Project Management	4/1/2021	12/31/2025
2. Data Collection	4/1/2021	4/18/2022
3. Field Survey	4/1/2021	2/16/2022
4. Field Measure & General	6/1/2021	4/18/2022
5. Terrain	5/3/2021	8/23/2021
6. Hydrology	6/7/2021	2/14/2025
7. Hydraulics	7/2/2021	2/14/2025
8. Alternatives	8/15/2024	1/2/2025
9. QA/QC	5/3/2021	4/15/2025
10. Documentation	4/16/2024	2/27/2025
11. Draft HNTB Review	2/28/2025	3/13/2025
12. Corrections	3/14/2025	4/15/2025
13. Final Report HNTB Review	4/16/2025	4/30/2025
14. Corrections	5/1/2025	5/30/2025
15. Final Report TWDB Review	6/2/2025	11/28/2025
16. Final Corrections	12/1/2025	12/31/2025

<sup>\*</sup> Task Start/End dates may shift depending on actual NTP date