

AMENDMENT NO. 2 TO AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: Williamson County Exposition Center - West Arena New (

("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:

Parkhill, Smith & Cooper, Inc. ("A/E") Jamie Zavodny, Principal 11902 Burnet Road, Suite 100 Austin, TX 78758

COUNTY'S DESIGNATED REPRESENTATIVE:

Williamson County Parks Department Director of Parks 219 Perry Mayfield Leander, Texas 78641

THIS AMENDMENT NO. 2 to <u>Agreement for Planning, Design and Engineering Services</u> ("Amendment No. 1") is 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 that certain <u>Agreement for Planning, Design</u> <u>and Engineering Services</u> ("Agreement") being dated effective <u>March 19th, 2024</u>, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to Compensation and Expenses under Article 6 of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

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

I. <u>Amendment to Article 6 – Compensation and Expenses</u>

Article 6 – Compensation and Expenses shall be amended and supplanted by the following:

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and must strictly comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed Five Thousand Two Hundred Fifty-Four Dollars (\$5,254.).

II. Terms of Agreement Control and Extent of Amendment No. 2

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.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E: Parkhill, Smith & Cooper, Inc.	COUNTY : Williamson County, Texas
By: Jamie havadny Signature	Ву:
Jamie Zavodny	
Printed Name	Printed Name
Partner	
Title	Title
Date Signed: April 30, 2025	Date Signed: