

SUPPLEMENTAL
AGREEMENT NO. 2 TO
AGREEMENT FOR LANDSCAPE
ARCHITECTURAL SERVICES

This Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Services (“Supplemental Agreement No. 2”) is by and between **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County") and **RVE, Inc. D/B/A RVi**, a Texas corporation, hereinafter (the “Landscape Architect” or “LA”).

RECITALS

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services (the “Agreement”) wherein LA agreed to perform certain professional landscape architectural services in connection with Phase V of the Brushy Creek Regional Trail (“Project”);

WHEREAS, TxDOT is requiring additional Salamander Surveys for the Project area and such surveys were not originally contemplated and now constitute Additional Services under the Agreement;

WHEREAS, it has become necessary to supplement the Agreement in order to set forth the scope of the Additional Services, as well set forth the compensation to be paid for such Additional Services.

AGREEMENT

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

I. Scope of Additional Services

The parties agree that LA shall perform the following Additional Services:

Task 1

***Eurycea* Salamander Presence / Absence Surveys**

The Project area occurs within the Brushy Creek watershed which contains springs and spring-fed channels that are known to be occupied by threatened Jollyville Plateau salamander (JPS, *Eurycea tonkawae*). Five springs were located within the Project area during the recent geologic assessment investigation. An additional spring was located upstream of the Project area within such proximity that potential effects from the Project could occur. Under this task, LA personnel will follow U.S. Fish and Wildlife Service protocols for the Northern Edwards Aquifer Salamanders (released in October of 2014) in conducting presence/absence

investigations within the spring runs. These protocols require a minimum of 15 active surveys of surface habitat supplemented with passive bottle trapping for subsurface habitat usage to attain an absence finding (with a 95% confidence interval). At least half of these surveys must occur in the period of April 1 to September 1. Salamander protocols do not require survey work to continue beyond a “presence” finding if salamanders are detected at any given time during the investigations or if “absence” is determined following the completion of the 15 required surveys. The cost estimate provided herein assumes completion of an “absence” finding and may be higher than required depending on results. This task will be led by LA personnel permitted by the USFWS for conducting *Eurycea* salamander presence/absence surveys (Permit TE37416B). LA staff will be available to attend meetings and participate in conference calls as requested.

Task 1 Cost Not-to-exceed \$27,800.00

**Task 2
Environmental Document Assistance**

Under this task, LA’s senior karst geoscientist will provide assistance in drafting the portions of the environmental document relevant to *Eurycea* species impacts.

Task 2 Cost Not-to-exceed \$2,800.00

II. Compensation

For the LA’s performance of the Additional Services under this Supplemental No. 2, the County shall compensate the LA the “not-to-exceed” amount of: **\$30,600.00.**

III. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions of the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

COUNTY:

RVE, Inc. D/B/A RVi

Williamson County, Texas

By: Barbara Austin

By: [Signature]

Printed Name: BARBARA AUSTIN

Printed Name: DAR A GATTO

Title: VICE PRESIDENT

Title: County Judge

Date: May 21, 2018

Date: 06-07, 2018

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

RVE, Inc. D/B/A RVi

By: Barbara Austin

Printed Name: BARBARA AUSTIN

Title: VICE PRESIDENT

Date: May 21, 2018

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

