

SUPPLEMENTAL AGREEMENT NO. 2 TO
AMENDMENT NO. 2 TO THE AGREEMENT FOR
LANDSCAPE ARCHITECTURAL SERVICES

**PHASE V OF THE BRUSHY CREEK REGIONAL TRAIL DEVELOPMENT
PROJECT ("Project")**

This Supplemental Agreement No. 2 to Amendment 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 originally 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, County desired to first obtain Feasibility and Trail Alignment, Public Input and Programming, which were collectively referred to as "Phase I Services" in the Agreement, prior to determining whether to proceed with obtaining, from LA, Schematic Design Services, Design Development Services, Construction Document Services, Bidding/Negotiation Services and Construction Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services, which were collectively referred to as "Phase II Services" in the Agreement;

WHEREAS, County and LA set forth the Phase I Services and the Phase I Services Fees in the previously executed Agreement and, thereafter, LA performed the Phase I Services and the County paid LA the Phase I Services Fees;

WHEREAS, County and LA thereafter executed Amendment No. 2 to the Agreement for Landscape Architectural Services ("Amendment No. 2") wherein County proceeded with obtaining the Phase II Services;

WHEREAS, pursuant to a Supplemental Agreement to Amendment No. 2 dated effective May 14, 2019, LA's construction phase services for the Project was extended for an additional three (3) months;

WHEREAS, it has now become necessary to extend the LA's construction phases services up to an additional four (4) months in order to finish construction administration and close out the Project;

WHEREAS, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for LA's professional services related to the above described necessary services; and

WHEREAS, it has become necessary to supplement, modify and amend the Amendment No. 2 in accordance with the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the LA agree that Amendment No. 2 is supplemented, amended and modified as follows:

I. Scope of Additional Services

LA hereby agrees to provide the following Additional Services:

Ongoing Construction Administration for a not-to-exceed period of four (4) months.

II. Additional Services Compensation

LA will perform the above referenced Ongoing Construction Administration for a fee of \$7,500.00 per month for a not-to-exceed period of four (4) months (Total not-to-exceed fee amount of a \$30,000.00 if all four (4) months are required).

In no event will the compensation exceed the not-to-exceed amount set forth above unless the parties otherwise agree to increase such amount pursuant to a written modification to this Supplemental Agreement No. 2.

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

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments or supplemental agreements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. 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: Senior Vice President

COUNTY:

Williamson County, Texas

By: Bill Gravel Jr.

Printed Name: Bill Gravel Jr.

Title: County Judge

Date: 01/09, 2020

Date: January 28, 2020