

**SECOND AMENDMENT TO**  
**SUPPLEMENTAL AGREEMENT NO. 2**  
**TO**  
**AGREEMENT FOR ARCHITECTURAL**  
**AND**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY EXPO CENTER PROJECT (“Project”)**

This Second Amendment to Supplemental Agreement No. 2 to the Agreement for Architectural and Engineering Services (“Second Amendment to Supplemental No. 2”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Populous, Inc. (the “A/E”).

**RECITALS**

**WHEREAS**, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the “Agreement”) for the provision of professional services in connection with the Williamson County Expo Center (the “Project”); and

**WHEREAS**, in February of 2018 and following the A/E’s performance of the Basic Services under the Agreement, the parties executed a Supplemental Agreement wherein A/E agreed to provide Additional Services in relation to the addition of a horse barn, restrooms and concessions for the Project (the “Supplemental Agreement”);

**WHEREAS**, following the parties’ execution of the above-mentioned Supplemental Agreement, the parties executed a Supplemental Agreement No. 2 dated effective October 31, 2018 to change and modify the scope of Additional Services described under the Supplemental Agreement mentioned above and agreed to Additional Services relating to the addition of a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and the rerouting of the existing water main, which constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the “Williamson County Expo Pavilion and Concessions/Restroom Additions”;

**WHEREAS**, Supplemental Agreement No. 2 provided a description of the scope of Additional Services that were necessary, the Additional Services compensation, a schedule for the performance of the Additional Services, an amendment to Section V, Paragraph A. of the Agreement and supplanted and replaced the Supplemental Agreement previously executed in February of 2018; and

**WHEREAS**, due to construction delays, County and A/E executed a First Amendment to Supplemental Agreement No. 2 to amend the Additional Services and Additional Services compensation provided under Supplement Agreement No. 2;

**WHEREAS**, due to continuing construction delays, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 2 in accordance with this Second Amendment to Supplemental Agreement No. 2.

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the A/E agree that Supplemental Agreement No. 2 is supplemented, amended, and modified as follows:

### **I. Background**

A/E's original Additional Services compensation and expenses were based on providing eight (8) months of construction administration services. Under Supplemental Agreement No. 2, October 1, 2019 was to be the commencement date of the construction administration services and June 1, 2020 was to be the end date for construction administration services. This above referenced First Amendment to Supplemental Agreement No. 2 provided additional construction administration services beyond the original end date of June 1, 2020 to September 30, 2020, as well as provided for Additional Services compensation and expenses relating to such services. Due to continuing construction delays, it has now become necessary to amend Supplemental Agreement No. 2 further to provide for additional construction phase administration services from October 1, 2020 until December 31, 2020, along with compensation for such Additional Service.

### **II. Amendment to Additional Services.**

- A.** A/E anticipates providing additional part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions project during the months of October, November, and December 2020.
- B.** A/E, by and through its subconsultant(s), anticipates providing Additional Services in the form of Civil Engineer Professional Services, to include review of contractor's submittals, review and respond to contractor's requests for information (RFI's), attend the final walk thru meeting at the end of the Project, provide a contractor punch list of items to be addressed by the contractor, and provide civil record drawings contingent upon documented field change data from the contractor.
- C.** In the event Additional Services under this Second Amendment to Supplemental Agreement No. 2 have not been completed by December 31, 2020 through no fault of the A/E, further amendment of the Supplemental Agreement No. 2 may be necessary.

### III. Additional Services Compensation and Reimbursable Expenses

- A. For part-time construction administration services on the Williamson County Expo Pavilion and Concessions/Restroom Additions for the months of October, November and December 2020, the fee is as follows:

To be billed on hourly basis at A/E's standard hourly rates, which are set forth in Attachment C, not to exceed Ten Thousand Dollars (\$10,000.)

- B. For additional Civil Engineer Professional Service defined in Section II. above, the fee shall be a lump sum of:

Five Thousand Dollars (\$5,000.)

- C. Reimbursable Expenses. Except for reimbursable expenses that may be incurred and charged under Supplemental Agreement No. 2, the parties agree there will be no additional reimbursable expenses incurred or charged hereunder.

### IV. Terms of Agreement and Supplemental Agreement No. 2 Control and Extent of Second Amendment to Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement and Supplemental Agreement No. 2. County and A/E hereby agree that, except as otherwise set out herein, all terms of the Agreement, Supplemental Agreement No. 2 and any prior 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 A/E have executed this Second Amendment to Supplemental Agreement No. 2, to be effective as of the date of the last party's execution below.

A/E:

Populous, Inc.

By: John P. Fickel  
Signature

Printed Name: John P. Fickel

Title: Principal

Date: September 28th, 2020

COUNTY:

Williamson County, Texas

By: Bill Gravell, Jr.  
Bill Gravell, Jr., County Judge

Date: October 20, 2020

## ATTACHMENT 1

### 2020 Billing Rates

Job Title	Hourly Rate
Senior Principal.....	\$ 420
Senior Architect - PIC.....	\$ 325
Senior Project Manager .....	\$ 275
Senior Project Architect .....	\$ 275
Senior Project Designer .....	\$ 275
Architect .....	\$ 200
Project Manager.....	\$ 205
Project Architect .....	\$ 205
Project Designer.....	\$ 205
Architecture Designer III .....	\$ 155
Architecture Designer II .....	\$ 140
Architecture Designer I .....	\$ 120
Senior Planner .....	\$ 375
Planner.....	\$ 245
Senior Landscape Architect .....	\$ 250
Landscape Architect.....	\$ 165
Landscape Designer II .....	\$ 120
Landscape Designer I .....	\$ 110
Senior Interior Designer .....	\$ 220
Interior Designer.....	\$ 155
Interiors Designer III.....	\$ 140
Interiors Designer II.....	\$ 125
Interiors Designer I.....	\$ 110
Senior Graphic Designer.....	\$ 180
Graphic Designer .....	\$ 150
Graphics Designer II .....	\$ 130
Graphics Designer I .....	\$ 110
Computer Animation Specialist.....	\$ 200
Specifications Writer .....	\$ 205
Quality Coordinator .....	\$ 220
Intern .....	\$ 70
BIM Technician .....	\$ 115
Administrative Assistant.....	\$ 115