



**AMENDMENT NO. 2  
TO  
FIRST AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN &  
ENGINEERING SERVICES**

**PROJECT:** Berry Springs Park Improvements, Parks Bond B ("Project")

**PLANNER/ LANDSCAPE**

**ARCHITECT/:** Halff Associates, Inc. ("A/E")  
James Hemenes, PLA, ASLA, CPRE  
Director of Landscape Architecture  
9500 Amberglen Blvd; Bldg F, Suite 125  
Austin, TX 78729-1102

**COUNTY'S DESIGNATED**

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

This Amendment No. 2 to Agreement for Planning, Design and Engineering Services ("Amendment No. 2") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

**R E C I T A L S**

**WHEREAS**, County and A/E previously executed that certain First Amended and Restated Agreement for Planning, Design and Engineering Services ("Agreement") being dated effective 12/8/2021, 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 **Expenses** under **Article 6.2** 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. **Amendment to Article 6.2– Expenses**

**Article #6.2 – Expenses** shall be amended and supplanted by the following:

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Amended 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 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 **Thirteen Thousand, Five Hundred Seventy-Two Dollars (\$ 13,572)**.

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. 2, in duplicate, to be effective as of the date of the last party's execution below.**

A/E:

Halff Associates, Inc.

By: 

Signature

M. James Hemenes

Printed Name

Director of Landscape Architecture

Title

Date Signed: 05/31/2023

COUNTY:

Williamson County, Texas

By: 

Valerie Covey

Printed Name

Presiding Officer

Title

Date Signed: Jun 6, 2023