

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
("Project")

This Supplemental Agreement No. 1 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the "LA").

RECITALS

WHEREAS, County intends to improve the Williamson County River Ranch County Park, hereinafter called the "Project;"

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement"); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

WHEREAS, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the "Phase II Services Agreement") whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as "Phase II Services");

WHEREAS, the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB in relation to a separate but related project known as the Bagdad Roadway project have caused the need for LA to perform services that are outside of the LA's Phase II Services, as described in the Phase II Services Agreement;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, the County and/or LA may request Additional Services of the LA and the LA shall not proceed to provide Additional Services until the LA receives the County's written authorization;

WHEREAS, this Supplemental Agreement No. 1 provides a description of the scope of Additional Services that have become necessary, as well as the Additional Services compensation for LA's Additional Services;

WHEREAS, this Supplemental Agreement No. 1 shall serve as a written agreement and

authorization for LA to proceed with the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

AGREEMENT

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

I. Scope of Additional Services

LA hereby agrees to provide the following additional services (the "Additional Services"):

Additional Services associated with the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB as part of an adjacent and related project known as the Bagdad Roadway project, which is adjacent to the entry road into the Williamson County River Ranch Park. These Additional Services have caused a change in management, quality review and general coordination assumptions for the LA's design team.

Deliverables:

- Development of stand-alone 50, 90 and 100% drawing sets.
- Development of a stand-alone quantity sheet.

Meetings:

- Coordination with an outside consultant on files, backgrounds and updates.
- Team meetings with LAN.
- Added internal QA/QC time for 50, 90 and 100% milestones.
- Internal project management time for staffing needs.

II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of **\$9,020.00**.

III. Schedule

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

All Additional Services described herein will be performed in accordance with the

terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services 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.

- V. **IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

LA:

Design Workshop, Inc.

By: 

Printed Name: Claire Hempel

Title: principal

Date: 2/1, 2017.

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

