

**SUPPLEMENTAL AGREEMENT 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 to Amendment No. 2 to the Agreement for Landscape Architectural Services (“Supplemental Agreement”) 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**, construction phase services for the Project was originally estimated to be completed within six months at the time Amendment No. 2 was executed and it is now anticipated the construction phase services for the Project may extend up to an additional three months; and, pursuant to Section VI, E. of Amendment 2, LA is requesting authority to receive the additional allowance of \$7500 per month, not to exceed 3 months, to complete construction administration should construction phase services not be completed within the originally estimated six months;

**WHEREAS**, additionally, LA’s structural engineering services was originally scoped to only provide submittal and shop drawing review and onsite observation was not originally anticipated but is now requested by TxDOT and has become necessary;

**WHEREAS**, County and LA would like to provide for the additional services of on-site structural engineering observations of the pedestrian bridge and associate foundation elements for the Project;

**WHEREAS**, this Supplemental Agreement 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:

**Task 1: Ongoing Construction Administration for a not-to-exceed period of three months.**

**Task 2: Site visits for the construction of the Pre-Engineered Pedestrian Bridge and Associated Foundation**

As requested by TxDOT, provide limited site visits for the construction of the Pre-Engineered Pedestrian Bridge and associated foundation.

Site visits to include:

- First abutment footing
- First abutment wall
- Pre-Engineered Bridge Placement
- Pre-Engineered Bridge Slab Placement
- Final Walkthrough and Punchlist Review

The lump sum fee set out herein for the site visits for the construction of the Pre-Engineered Pedestrian Bridge and associated foundation is based on the scope listed above and the assumptions listed below:

1. Pape-Dawson Engineers (PD), Inc. to provide:
  - a. Coordination with all other entities (TxDOT, consultants, contractors, etc.).
  - b. Schedule and 3 days' notice of when we are needed for a site visit.
2. TDLR Submittals and payment of required fees by others. Application and acquisition of necessary permits by others. Participation in public meetings is not required.
3. Observation of the fabrication of structural items at fabrication plants is not included.
4. Materials testing firm to review/approve concrete mix designs.

- 5. Materials specifications will be TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- 6. Review or preparation of repair details for construction errors is not included.

**II. Additional Services Compensation**

LA will perform the above referenced Task 1: Ongoing Construction Administration for a fee of \$7,500.00 per month for a not-to-exceed period of three months (Total not-to-exceed fee amount of a \$22,500.00 if all three months are required).

LA will perform the above referenced Task 2: Site visits for the construction of the Pre-Engineered Pedestrian Bridge and Associated Foundation for the Lump Sum Fee of \$10,878.75.

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

**III. Terms of Agreement Control and Extent of Supplemental Agreement**

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 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, 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: \_\_\_\_\_

Printed Name: BARBARA AUSTIN

Printed Name: \_\_\_\_\_

Title: SR. VICE PRESIDENT

Title: \_\_\_\_\_

Date: 5/7, 2019

Date: \_\_\_\_\_, 20\_\_\_\_

