

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
(“Project”)

This Supplemental Agreement No. 3 to Agreement for Landscape Architectural Phase II Services (“Supplemental Agreement No. 3”) 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, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed a Supplemental Agreement No. 1 dated effective February 9, 2017 and a Supplemental Agreement No. 2 dated June 22, 2017 in order to add Additional Services that were 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 now wishes to add design modifications relating to an adjustment of the Maintenance Building location and electrical redesign of the overhead power line running along the southern property line and up the western property line in the area of the Equestrian Loop;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 3 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. 3 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”):

A. Maintenance Building Location Adjustment:

By request of the County, LA will adjust the location of the Maintenance Building to be located further away (west) from the Park Residence. With this adjustment, contract documents must be changed to communicate with the contractor what changes would need to be made in the field. These changes included adjustments to fencing, underground utility lines, and the mirror flip of the Maintenance Building.

B. Electrical Redesign – Underground vs Overhead:

With the acquisition of a 350-acre adjacent parcel to the south of River Ranch County Park, the County has requested LA to reconsider how the existing overhead power is run along the southern property line and up the western property line in the area of the Equestrian Loop. The County is considering moving this power underground which will require redesign of the system currently drawn in the contract documents. LA shall provide redesign services in relation to the aforementioned electrical line.

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 \$21,300.00, which is allocated as follows:

Maintenance Building Location Adjustment:	\$ 8,800.00
Electrical Redesign – Underground vs Overhead:	\$ 12,500.00

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. 3

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. 3, 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: August 2, 2019

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
County Judge

Date: _____, 20__