



**AMENDMENT NO. 1  
TO  
FIRST AMENDED AND RESTATED AGREEMENT FOR  
PLANNING, DESIGN & ENGINEERING SERVICES**

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

**PLANNER/ LANDSCAPE  
ARCHITECT/ ARCHITECT/  
ENGINEER:**

**Half 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. 1 to First Amended and Restated Agreement for Planning, Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the “Effective Date”), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas (“County”) and A/E.

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

**WHEREAS**, County and A/E previously executed **First Amended and Restated Agreement for Planning, Design and Engineering Services** being dated effective **12/8/2021** (“Agreement”);

**WHEREAS**, pursuant to **Article 13**, the terms of the Agreement may be modified by a written, fully executed Supplemental Agreement;

**WHEREAS**, the **Scope description** under **Exhibit A** of the Agreement **needs further clarification**; and,

**WHEREAS, the Hourly rates of the Geotechnical subconsultant under Exhibit B of the Agreement needs to be included; and,**

**WHEREAS, the production schedule under Exhibit C of the Agreement needs to be updated for accuracy; and,**

**WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.**

**NOW, THEREFORE, premises considered, County and A/E agree that Agreement is amended and modified as follows:**

**EXHIBIT A – BASIC SCOPE OF SERVICES shall be replaced in its entirety with the attached, updated EXHIBIT A.**

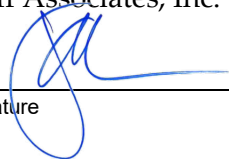
**EXHIBIT B – FEE SCHEDULE/ HOURLY RATES shall be replaced in its entirety with the attached, updated EXHIBIT B.**

**EXHIBIT C – PRODUCTION SCHEDULE shall be replaced in its entirety with the attached, updated EXHIBIT C.**

All other terms of the Agreement and any prior amendments thereto, if any, shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**  
Halff Associates, Inc.

By:  \_\_\_\_\_  
Signature

**M. James Hemenes**  
\_\_\_\_\_  
Printed Name

**Director of L.A./Team Leader - Austin**  
\_\_\_\_\_  
Title

Date Signed: 02/02/2022

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_

**Bill Gravell Jr.**  
Williamson County Judge

Date Signed: \_\_\_\_\_

## EXHIBIT A

### BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

### GENERAL REQUIREMENTS

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice

until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets.** The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders.** A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name\_SD PLANS\_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**SCOPE OF WORK:**

Berry Springs Park  
1801 CR 152, Georgetown TX  
Precinct 3  
Parks Bond 2020-B, P559

**BERRY SPRINGS PARK**  
PARKS BOND PROGRAM 2020-B (10/21/21)



**SCOPE OF WORK**

1. NEW REMOTE RESTROOM  
- UNISEX PIT TOILET(S) W/ SOLAR FAN
2. EXPAND PARKING (50-75 SPACES W/ LIGHTING)  
- OPTIONS TO CONVERT OVERFLOW PARKING LOCATIONS
3. ADD COVERED / OPEN-AIR PAVILLION / GAZEBO FOR WEDDINGS (W/ ELECTRIC - SEATS 60)  
- LOCATE NEAR HEALTHY ORCHARD TREES FOR PICTURESQUE SCENERY
4. ADD PARK MAINTENANCE COMPOUND (FENCED)  
- PREFAB BUILDING W/ UTILITIES (APPX. 2,500 SQFT)  
- OPEN-SIDED EQUIPMENT SHED FOR (9) VEHICLES
5. ADD SOUTH TRAIL EXTENSION ACROSS / UNDER CR 152 (CONCRETE)  
- ADD NATURAL SURFACE LOOP TRAIL ON OTHER SIDE OF CR 152
6. ADD PARK HQ/ VISITOR CENTER (APPX. 800 SQFT W/ UTILITIES & SEPTIC)  
- RECEPTION, WORK SPACE, STAFF OFFICE, EMPLOYEE RESTROOM

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

**Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IIA - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Prepare a Design Development level cost estimate in a form acceptable to County.
- D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IIB - DESIGN DEVELOPMENT – Geotechnical Services, Design Survey, OSSF Site Eval**

Upon County acceptance of previous phase, A/E shall proceed with the following:

**GEOTECHNICAL SERVICES**

**Field Study**

Based on the site plan provided, RKCI will conduct the following drilling scheme in order to assess subsurface conditions at the subject site.

Proposed Structure	Number of Borings	Depth, ft
Building/Chem Toilet	4	15
Pavilion	1	15
Parking Lot Expansion	1	6
Parking/Roadway Reconfiguration	2	6
Concrete Trail	1	6

The building and pavement borings will be advanced to approximate depths of 15 ft and 6 ft, respectively below the existing ground surface utilizing a truck mounted drilling rig.

Samples will be taken using conventional Shelby-tube and split-spoon sampling techniques. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The boring will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the boreholes will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

**Laboratory Testing**

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards. A California Bearing Ratio (CBR) test value will be assumed based on the laboratory test results performed to estimate the strength of the subgrade soils.

### **Engineering Report**

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
  - seismic site class parameters;
  - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
  - methods for reducing expansive, soil-related movements;
  - type of shallow foundation available to support the structures (PTI and BRAB); and
  - maximum allowable bearing pressure(s) for shallow foundations;
- Foundation construction considerations, including:
  - site drainage;
  - site preparation:
  - select fill material specifications;
  - shallow foundation excavations;
  - excavation considerations; and
  - fill placement compaction.
- Flexible and rigid pavement component thickness recommendations for light duty and medium/heavy duty parking and driveways.

The final report will be produced in a digital PDF and delivered via email.

## PROJECT DESIGN SURVEY

Subject tract(s): Approximately 38.5 acres of land, being a portion of those tracts of land in the John Berry Survey, Abstract No. 51, situated in Williamson County, Texas, described as Tract No. II in a deed to Williamson County, of record in Document No. 1011066293 of the Official Public Records of Williamson County, Texas.

Half Associates will perform a topographic and tree survey of the subject tract(s), as shown on the attached exhibit. The following specific services will be provided:

- Establish a minimum of two benchmarks.
- Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Locate above ground visible improvements.
- Locate visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs and gutter, sidewalks, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies.
- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Locate and tag existing trees 2-inches diameter and greater. The critical root zones (tree circles) will be shown in accordance with City of Georgetown standards, unless other local or specific standards are provided to us. The client understands that certain species of trees may be difficult to identify, particularly in winter months, and the client should consider retaining an arborist to confirm the identification of certain trees in critical areas.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Prepare base map illustrating data collected above.
- Include property ownership and boundary information.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.
- Provide a Civil 3D CADD file.

### Assumptions:

- No boundary surveying services will be provided.
- Chainsaw use may be necessary for site-line clearing, and the client authorizes cutting of underbrush and small trees for this purpose.
- The client will provide any permission necessary for access on adjoining properties to gather topographic information that may be required.

## OSSF SITE EVALUATION

- Contract with sub-contractor to dig test holes. Test hole locations will be coordinated with Client prior to excavation. Test holes will be excavated a minimum of 5-foot in depth in proposed disposal field areas to meet applicable TCEQ requirements for permitting onsite wastewater systems. Two (2) test holes will be excavated for each OSSF drain field location.
- Make up to one (1) site visit and evaluate existing conditions. Perform soils testing and evaluate soil conditions in test holes in two proposed drain field locations.
- Complete OSSF Site Evaluation form for each OSSF location.
- EEI will coordinate with Williamson County to ensure the requirements for a Suitability Letter have been met. Any additional item requested by Williamson County that is not specifically identified in the scope of services above will be provided by the Client or as an additional service.

### Assumptions:

This proposal is for an OSSF site evaluation of up to two locations. OSSF sizing, evaluation, design, etc. is not included in this proposal, but can be provided as an additional service.

The local TCEQ authorized agent for this project is Williamson County.

The general contractor will be responsible to hiring a licensed sanitarian to design, permit, and install the OSSF system(s) based upon the evaluations provided within this phase.

- A. Provide deliverables in accordance with County's Design Submittal Guidelines.

### **Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate**

Upon County acceptance of previous phase, A/E shall proceed with the following:

This phase will include the following services:

- Conduct preliminary meeting(s) and/or research with regulatory entities to determine permit requirements.
- Determine project time-line and tentative delivery schedule.
- Coordinate construction drawings and specifications with other consultants.
- Design of parking lot(s). Pavement design will be prepared by a subconsultant.
- Water line design showing connections to existing water lines, proposed alignments, and appurtenances including, valves, fittings and vaults (profiles of waterlines 8" or less will not be provided). Scope assumes providing (1) one fire hydrant at Head Quarters building via 8-in waterline. No offsite public water extensions are anticipated and therefore are not included in the scope of this proposal. Offsite utility extensions required for the project will require a Supplemental design proposal.
- Wastewater line design including profiles for any line 8" or greater, showing connections to an existing wastewater system, proposed alignments and flowlines at all manholes. It is anticipated a sewer grinder pump will be required for the proposed headquarters building. Engineer will specify a pump and line size for the grinder service.
- Erosion, sedimentation control and tree protection plan in conjunction with the site and drainage design. This task is for the preparation of design drawings and associated details only.
- Onsite drainage analysis for both existing and proposed conditions and determination of any mitigation needed for the proposed impervious cover. All storm runoff will assume sheet flow routing. Underground storm drains and inlet design is not included in this scope of services.
- Water Quality design in the form of vegetative filter strips, natural vegetative buffers and one (1) bioretention facility. Bioretention assumed to serve western parking lot expansion.
- Typical sections and traffic control if applicable
- Details- Provide standard and special details for civil related items on the project at 60%, 90% and Final CD stages
- Specifications- Provide specifications including special provisions for civil related items
- Perform Quality Control | Quality Assurance reviews for preliminary and construction documents.
- Ensure timely submittal of plans, details and specifications to County for review at 60%, 90% and Final CD stages
- Address County deliverable comments and finalize (seal) plans for bidding
- Provide updated OPCC at submittal stages (60%, 90%, 100%)
- Prepared Technical Specifications for the project (60%, 90%, 100%)

A. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:**

Upon County acceptance of previous phase, A/E shall proceed with the following:

Consultant shall submit each set separately upon completion to the following regulatory agencies for review

**Texas Department of Licensing and Regulations: Texas Accessibility Standards (TAS) Compliance**

Consultant shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.

**Texas Commission on Environmental Quality: Water Pollution Abatement Plan (WPAP)**

- Best management practices (BMPs) will be designed in accordance with Texas Commission on Environmental Quality (TCEQ): Edwards Aquifer Recharge Zone
- Draft WPAP document and coordination with TCEQ. This will include one pre-submittal consultation meeting with TCEQ
- Prepare a Geologic Assessment report covering the limits of the WPAP site plans
- Final WPAP submittal to TCEQ

**Williamson County Engineer/ Road and Bridge Division: On-Site Sewage Facility (OSSF)**

- Consultant will hire subconsultant to prepare and submit permit application(s) as required to obtain OSSF permit (see Phase 3 scope)

**Jonah Water Supply Corporation**

- Prepare a new service request for the anticipated meter and vault upgrade to service the proposed Berry Park improvements.
- Attend up to one (1) meeting with Jonah WSC for permitting purposes
- It is assumed that Fire Service will NOT be required of the County based on County review of the 30% DD deliverable.

**Williamson County Site Development Permit**

Consultant shall follow all required development permit processes within the Williamson County Development Services. Consultant shall schedule and attend a pre-development meeting and provide all documents necessary to secure approvals and permitting. Consultant shall provide the following services:

- Schedule and attend 2 meetings with the County departments as required.

- A. Provide deliverables in accordance with County's Design Submittal Guidelines.

## **Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following:

Consultant shall assist Client during the bidding and negotiating process. This phase will include the following services for each bid:

- Coordinate with the County the schedule for bid advertising, pre-bid conference, and bid opening.
- Prepare and organize bid solicitation and proposal forms consistent with the County's requirements. All front-end documents including general conditions and sample contracts will be filled out and provided by the County. Consultant will provide all technical specifications and combining the document for bidding.
- Conduct pre-bid conference (one meeting).
- Address contractor RFI's, prepare and issue addenda as required. (2 addenda are accounted for in this scope)
- Attend the bid opening, review/evaluate bids including alternates and formulate bid tabulation (one meeting).
- Provide written recommendation to County.
- Once approved by County Staff, attend Commissioners Court meeting for award of construction contract.

A. Provide deliverables in accordance with County's Design Submittal Guidelines.

## **Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

Upon County acceptance of previous phase, A/E shall perform the following services:

Consultant shall assist County during the construction process. Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contact documents. This phase will include the following services:

- Conduct and oversee a pre-construction meeting. (1 meeting)
- Constructions observation – processing and responding to Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals, samples and mock-ups. (as-required)
- Conduct and oversee progress meetings (bi-weekly meetings). Estimate construction time 9 months. 20 total site visits have been accounted for in this proposal.
- Review and approve contractor's monthly Application and Certification for Payment.

- A. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:**

Upon County acceptance of previous phase, A/E shall perform the following services:

- Coordinate final inspection(s) and walk-thru for substantial completion; issue punch list and letter of substantial completion for incomplete items including time for completion. (2 meetings)
- Coordinate and attend final site observation, including TAS inspections. (1 meeting)
- Conduct final site observation for acceptance of project and issue letter of concurrence. (1 meeting)
- Assist in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out project.
- Review and approve contractor's final Application(s) for Payment including retainage.
- Develop record drawings and specifications based on as-built plans provided by the contractor.
- Update CAD and Revit files to provide along with record drawings.

- A. Provide deliverables in accordance with County's Design Submittal Guidelines.

**EXHIBIT B**

**FEE SCHEDULE / HOURLY RATES**

This schedule indicates fees by Phase of the Basic Fee:		<b>\$ 441,951</b>	100%
98%	<b>Halff Associates</b>	<b>\$ 433,951</b>	
2%	<b>Raba Kistner</b>	<b>\$ 8,000</b>	
<b>Phase I - SCHEMATIC DESIGN</b>		<b>\$ 19,632</b>	4%
	Halff Associates	\$ 19,632	
<b>Phase IIA - DESIGN DEVELOPMENT</b>		<b>\$ 47,769</b>	11%
	Halff Associates	\$ 47,769	
<b>Phase IIB - DESIGN DEVELOPMENT</b>		<b>\$ 39,320</b>	9%
	Raba Kistner - Geotechnical Services	\$ 8,000	
	Halff Associates - Project Design Survey	\$ 26,070	
	Halff Associates - OSSF Site Evaluation	\$ 5,250	
<b>Phase III - CONSTRUCTION DOCUMENTS</b>		<b>\$ 226,410</b>	51%
	Halff Associates	\$ 226,410	
<b>Phase IV - REGULATORY REVIEW AND PERMITS</b>		<b>\$ 22,365</b>	5%
	Halff Associates	\$ 22,365	
<b>Phase V - BIDDING, AWARD, AND EXECUTION</b>		<b>\$ 15,610</b>	4%
	Halff Associates	\$ 15,610	
<b>Phase VI - CONSTRUCTION ADMINISTRATION</b>		<b>\$ 62,345</b>	14%
	Halff Associates	\$ 62,345	
<b>Phase VII - PROJECT CLOSE-OUT</b>		<b>\$ 8,500</b>	2%
	Halff Associates	\$ 8,500	

Prime Consultant and Subconsultant individual hourly rate schedules attached below:

**CPI Rate Adjustments:** Rates shall remain firm for the first year of the Agreement and such rates shall be deemed the "Initial Base Rates". A/E must request rate adjustments, in writing, at least **thirty (30) days** prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If A/E fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective **thirty (30) days** after County receives A/E's written request. No retroactive rate adjustments will be allowed. All rate adjustments and modifications shall be set forth in a written fully executed amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



**SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

<b><u>PERSONNEL:</u></b> Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative .....	\$40 to \$80/hour



**2021 Labor Rate Schedule**

Labor Category	Level	Billing Rate/hr
Architect	I	90.00
	II	110.00
	III	140.00
	IV	150.00
	V	200.00
Engineer	I	115.00
	II	136.00
	III	187.00
	IV	229.00
	V	354.00
Scientist	I	90.00
	II	122.00
	III	166.00
	IV	191.00
	V	291.00
Landscape / Planner	I	95.00
	II	116.00
	III	152.00
	IV	182.00
	V	318.00
Surveyor	I	97.00
	II	130.00
	III	140.00
	IV	182.00
	V	256.00
Field Tech	I	66.00
	II	80.00
	III	99.00
	IV	134.00
	V	209.00
Office Tech	I	70.00
	II	83.00
	III	110.00
	IV	135.00
	V	192.00
Administrative	I	68.00
	II	83.00
	III	101.00
	IV	140.00
	V	264.00
Specialist	I	87.00
	II	129.00
	III	162.00
	IV	213.00
	V	314.00
Geotech	I	80.00
	II	110.00
	III	200.00
	IV	250.00
Intern		63.00

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **Seven Hundred Thirty (730) calendar days** from the date of this Amended Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (10) business days minimum.

Amended Agreement Execution Date 02/08/22

#### **Phase I - SCHEMATIC DESIGN**

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Previously Accomplished

#### **Phase IIA - DESIGN DEVELOPMENT**

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Previously Accomplished

#### **Phase IIB - DESIGN DEVELOPMENT**

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Geotechnical Report, Design Survey, & OSSF Site Evaluation	03/22/22
County written authorization to proceed to next phase	04/01/22

#### **Phase III - CONSTRUCTION DOCUMENTS**

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Site Development Plans application submittal to City	07/22/22
Complete Plans, Specifications and Estimate deliverables	06/30/22
County written authorization to proceed to next phase	07/13/22

#### **Phase IV - REGULATORY REVIEW AND PERMITS**

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Sealed Plans and Specifications and Estimate deliverables to County	07/20/22
Plans submittal to TDLR and Permit application submittal to City	07/27/22
Construction Permits received from City	09/22/22

**Phase V - BIDDING, AWARD, AND EXECUTION**

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Permitted Plans and Specifications and Estimate deliverables to County	09/29/22
County advertises project for Bid	10/13/22
Contract Award	11/11/22

**Phase VI - CONSTRUCTION ADMINISTRATION\***

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Contractor Notice to Proceed	11/18/22
Construction Substantial Completion	08/15/23

**Phase VII - PROJECT CLOSE-OUT**

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Record Documents deliverables	09/15/23
Agreement Termination Date	<b>02/08/24</b>