



**SUPPLEMENTAL AGREEMENT NO. 8
TO
AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES**

PROJECT: River Ranch County Park – Phase II ("Project")

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/**

ENGINEER: Design Workshop, Inc. ("A/E")
Claire Hempel, PLA, AICP CUD, LEED® Green Associate™, CDT
812 San Antonio St., Suite 401
Austin, TX 78701

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander / Georgetown, Texas 78641 / 78626

THIS SUPPLEMENTAL AGREEMENT NO. 8 to Agreement for Landscape Architectural Phase II Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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 Agreement for Landscape Architectural Services being dated effective 06/27/2015 ("Phase I Agreement");

WHEREAS, County and A/E previously executed Agreement for Landscape Architectural Phase II Services being dated effective 08/30/2016 ("Phase II Agreement");

WHEREAS, County and A/E thereafter executed Supplemental Agreements 1, 2, 3, 4, 5, 6 and 7 to Agreement for Landscape Architectural Phase II Services being dated effective 02/09/2017, 06/22/2017, 08/13/2019, 04/23/2020, 07/14/2020, 10/05/2021, and 02/22/2022 respectively;

WHEREAS, pursuant to **Article 4** of the Phase II Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **design remedies for roads, drainage systems, and building elements constructed in non-compliance with Construction Documents**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment A – Scope of Additional Services (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Sixty-Eight Thousand, One Hundred Fifty Dollars (\$ 68,150)** as detailed in Attachment B – Fee Schedule.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment C – Production Schedule.

ARTICLE 4 TERMS OF AGREEMENT & 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.

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:

Design Workshop, Inc.

By: _____

Signature

Claire Hempel

Printed Name

Principal

Title

Date Signed: 7/1/22

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL 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 Additional Fee provided in the Supplemental Agreement, A/E shall perform the following [Basic/ Additional] 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.

SCOPE OF WORK:

River Ranch County Park
2100 County Rd. 279
Liberty Hill, TX 78642
Parks Department
P315

Additional Services associated with creating a set of biddable documents for a new General Contractor to complete the construction work that remains to be done for the Interpretive Center site at River Ranch County Park (RRCP). The design team is requesting additional services under the following areas as part of the scope of work being performed for RRCP:

- Design Engineering fixes for the as-built condition problems listed in the Outstanding Items Log(attached as an exhibit to this proposal).
- Mark-up the Bid Construction Documents (plans & specs) indicating the exact locations of the deficiencies noted in the Outstanding Items Log.
- Observe destructive exploratory work* and review concealed deficiencies noted in red font in the Outstanding Items Log. (* destructive exploratory work will be performed by Wilco Facilities Maintenance team).

- Site visits as needed to review the concealed conditions when County opens up any applicable concealed conditions.
- Meetings, calls, emails, general project management.

This proposal includes construction set production only. Bidding and negotiation and construction observation tasks are not included at this time.

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

	A	B	C	D	E
1	Building	Agency	Report	Completion	Issues
2	Interpretive Center	Design Workshop	15		Ensure full 2" of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company 'Caliche Mix'. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
3			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
4			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturer and supplier to confirm if a special paint to match coating can be supplied
5					Several site lights were on during the day while others were off. Check all photocells and controls to confirm proper working order

9				Stainless Steel joint appears to have shifted during concrete pour. Mitered corners are separated and does not aesthetically achieve design intent. DW discussed with PCCI to cap the top of the expansion joint with stainless material and weld to vertical joint material.
10				Missing CIP pad on right side of existing board form wall. Form prior to concrete pour so all pads match.
11				Form work on left hand side of wall appears to be unevenly offset from face of wall. Ensure formwork and subsequent concrete is aligned evenly
15			22	Amount of salt finish does not meet approved mockup. DW concerned that surface will be potentially slippery when wet
16				Electrical rack poles not vertically plumb.
17				Fix broken formwork to avoid any inconsistencies during pour. Finish rebar and dowelling
18			23	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
19				Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
37			36 40	Split rafter tail observed at one gutter bracket. Repair per Gutter Bracket Modification detail sent 8/24/20
53			45	Remove mortar and provide sealant where stone meets another material, typ.
83	McKinney York Architects			Trim exposed nails and fill gap in stone wall between rafters above main entry doors.
84				Fill cracking/checking in rafter tails with epoxy filler, sand, and repaint for seamless appearance.
85				Refer to forthcoming ASI for proposed disguise of inconsistent/wavy/warped roof edge.
88	Winter Engineering	MYA 21		Anchor bolt template was aligned with outside edge of lug rather than inside edge of lug. Coordinate proposed solution with Structural Engineer – ref Submittal Review #051200-1.2 and 5B/S2.2.

89		MYA 22	Steel column erection begun. Three columns at plan north edge incorrectly positioned – ref Item #13 on Field Report #21 and submittal review 051200-1.2.
90		MYA 24	Hip beam shall not be notched, and Architect did not check for the 6x6 column support – ref 5A/S2.3. Remove and replace hip beams.
91			Hangers not provided at rafter to ridge/hip beams. Provide as indicated – ref Framing Plan Note #5/S2.4.
92		MYA 26	Hip beams replaced. Provide 6x6 column at hip beams on plan west end as indicated – ref 5A/S2.3 and Item 14 on Field Report #24.
93			Fireplace CMU in progress. Provide 4'-0" lap lengths at #5 rebar splices and 3'-6" lap lengths at #4 rebar as indicated – ref Note 8/S2.2. Coordinate periodic observation by Special Inspector for CMU as indicated – ref S0.1.

	A	B	C	D	E
1	Building	Agency	Report	Completion	Issues
102	Interpretive Center	Winter Engineering	2	Concealed	We have a total of 8 holdown anchors specified at various locations. Many of the holdown anchor installations are not complete. Note that two studs (or a 6 x 6 post) are required at each connection as shown in Detail 1. While an 8 x 8 post is specified at Detail 2, a continuous 6 x 6 post is also OK. Also note that the sheathing should be "edge nailed" to one of each set of studs or the posts over their full height. The furred out east wall will need to be removed where required to access the sheathing and accommodate the nailing.
106				Concealed	It appears that an 8" bond beam was installed over the fireplace opening rather than the 16" deep lintel specified.
107				Concealed	Provide additional framing around wall openings per Detail 1/S2.4.
108				Concealed	Provide a minimum of 3 studs below ends of the 6 x 12 timber beams where they

				bear at walls (typical 4 places).
109			Concealed	The rotated 4 x 4 horizontal tube does not penetrate the exterior stud wall as noted on Sheet S1.2. A supplemental support detail will be required. Submit an RFI if assistance is required.
110			Concealed	The 6 x 12 timber beam is continuous through the CMU fireplace wall. The timber beam needs to be cut and supported at the CMU wall as detailed. The holes in the CMU wall need to be filled in with solid grout down to the continuous bond beam below.
111	HCE	1	Concealed	No daisy chaining light fixtures wherever practical.
112			Concealed	MC vertical drop must be in same stud space. Reference Photo '1a' in field report.
113			Concealed	Provide nail plate to protect PEX pipe, PVC pipe and refrigerant piping. Typical
114			Concealed	Pay special attention to sealing around exterior boxes. Reference Photos '4a' and '4b' in field report
115			Concealed	No horizontal MC allowed. Replace with pipe wire per specifications. Reference Photos '5a', '5b' and '5c' in field report.
116			Concealed	Seal exterior sheathing pipe penetrations with NP1 from both sides. Typical. Reference Photo '7a' in field report.
117			Concealed	Provide saddles at refrigerant pipe support to prevent crushing of insulation per specifications
120			Concealed	Insulate transitions behind wall
121			Concealed	Properly support horizontal pex. Use saddle as required. Support vertically from above as well.
122		2	Concealed	Pex water piping has been installed in buildings. Pex piping has not been submitted or approved for use on this project. Provide copper piping as specified. Reference Photos '1a' and '1b' in field report

123				Fixtures N2 in floor need to be controlled by photocell. Switch is override only.
126				nLight programming of lighting controls not complete
128				Specifications do not allow non-metallic conduit above grade in exterior applications.
		4/8/2021		ADA padding missing on all plumbing under sink. TMV model is the one that was rejected. Replace with submitted and approved model. Lavatory does not have floor mounted carrier for support per specifications and is not secure to wall.
132			Concealed	Insulate all water pipes per specifications. Clean all excess materials off of piping before insulating. Ensure water hammer arrestors are installed per specs. HCE verify (THJ Notes-2021.05.11)
135				
138		Able 2 Access, Inc.		Provide accessible parking sign at each accessible parking space – no parking sign noted at parking.
				Provide insulation around supply and drain lines – no insulation noted beneath lavatory in restroom

1	Building	Agency	Report	Completion	Issues
140	Interpretive Center	Wilco Parks Dept.	MYA 21		Base plate at gutter footing is incorrectly oriented and located – ref Submittal Review #051200-1.2. MYA recommends addition of a new baseplate that covers the entire top of footing.
141			MYA 36		Patch damaged concrete at west patio stair. *PCCI to resolve
142			MYA 39		Eliminate swirl marks in concrete floor sealer. Provide mock up swirl removal in Mech. Closet 103 for Owner/Architect approval before proceeding with the other spaces.
143			MYA 40		Refer to A613 for fireplace door details. Refer to 055000 Part 1.F for fireplace door hardware specifications.
144					Provide all thresholds, stops, seals, sweeps, closers, etc. as indicated – ref 13/A612, Door Schedule/A800, and Door Hardware Spec 087100.
145			MYA 45		Remove stains from concrete floor throughout Classroom.
146					Provide lock/lever for with storeroom function at Classroom Storage Door 104 as indicated.
147			3/15/2021		Check J-boxes for proper installation and labeling
177			5/11/2021		Light pole touch-up Paint does not match original coating
178			5/20/2021		Screws and seals missing from NEMA-3 panel. Excavation below panels not filled in. All panels should be inspected for similar issue.
179			8/18/2021		Remove mock-ups, trash, and temp electrical poles from jobsite trailer staging area
180					Replace fallen-over tree at approach sidewalk
181			9/14/2021		No power supplied to insta-hot water heater under classroom sink
182					When water supply is turned on, 8-ft tall jets of water shoot out of drinking fountain
183					Touch-up paint on rafters does not match original green color
184					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

185			Plumbing chase - MC Cable connector coming out of J-box
186			Plumbing Chase - EMT conduit in physical contact with copper plumbing line - send SME photos
187			Plumbing Chase - EMT conduit not in EMT connector
188			Plumbing Chase - MC cable out of the connector with exposed wire
189			Classroom sink does not have water
190			Window frame at door (near fireplace) sized incorrectly
191			Glass panels on west side missing seals, sealed incorrectly (internal and external)
192			Water intrusion along west glass wall
193			Book cases in conference room need touchup
194			Paint touchup needed throughout internal and external
195			Conference room light switch worn and soiled
196			All internal and external floors need to be stripped, cleaned to include removal of paint, and resealed
197		1/27/2022	Move/extend power in class room storage closet
198			Mechanical room door stop damaged
199			Door stop by fireplace missing rubber
200			Double-door push bar hardware installed upside down
201			Double-door felt seals missing/damaged/installed incorrectly
202			All door closure need adjustment
203			All 3 surface lights by amphitheater not functioning
204			Possible water damage above fireplace roof edge
205			Edges of concrete along amphitheater damaged

206				Remove sidewalk joint strips then fill with flexible joint sealant per expansion joint specs
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ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:

\$ 68,150	100%
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19%	Design Workshop (Landscape)	\$ 13,000
38%	Huitt Zollars (Civil)	\$ 25,900
12%	McKinney York Architects	\$ 8,000
7%	Winter Engineering (Structural)	\$ 4,750
10%	Inland Geodetics (Surveyors)	\$ 6,500
15%	Hendrix Consulting Engineers (MEP)	\$ 10,000

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Eighty (80) calendar days** from the date of this Supplemental 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.

Supplemental Agreement Execution Date	07/12/22
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Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	08/31/22
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Supplemental Agreement Termination Date	09/30/22
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