



**SUPPLEMENTAL AGREEMENT NO. 9
TO
AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES**

PROJECT: River Ranch County Park Completion ("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, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 9 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, 7 and 8 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, 02/22/2022 and 07/13/2022** 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 **monitor construction of the remedies for roads, drainage systems, and building elements originally in non-compliance with Construction Documents**; 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 **Five Thousand Five Hundred Dollars (\$ 5,500)** 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: 11/14/22

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 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:

A/E shall provide the following Additional Services associated with ongoing construction observation at River Ranch County Park (RRCP):

- One 1-hr team coordination call per month throughout the construction process (assumes 6-month duration to end in March 2023)
- One (1) substantial completion site visit and one (1) final walk-through
- General coordination and questions from the County throughout the process, to be handled via email/telephone.

County will provide all other construction observation-related tasks not specified above, including submittal reviews, site visits, and contractor communication/coordination.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:

\$	5,500	100%
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45%	Design Workshop (Landscape)	\$	2,500
55%	McKinney York Architects	\$	3,000
0%	Huitt Zollars (Civil)	\$	-
0%	Winter Engineering (Structural)	\$	-
0%	Inland Geodetics (Surveyors)	\$	-
0%	Hendrix Consulting Engineers (MEP)	\$	-

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **One Hundred Eighty (180) calendar days** from the date 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	11/22/22
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Phase VI - CONSTRUCTION ADMINISTRATION

Construction Substantial Completion	04/11/23
Final Walk-Through	04/21/23

Supplemental Agreement Termination Date	05/21/23
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