



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

PROJECT: Brushy Creek Trail Extension Along Hairy Man Rd. ("Project")

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

RVE, Inc. dba RVI Planning + Landscape Architecture ("A/E")
Peter Dufrene, Associate Principal
1611 W. 5th St., Suite 175
Austin, TX 78703

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AMENDMENT NO. 1 to **Agreement for Planning, Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed that certain **First Amended and Restated Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective **August 31st, 2023**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the Fee Schedule under **Exhibit B** and the Production Schedule under **Exhibit C** of the Agreement to reduce the original scope of work based on the lack of federal grant money; and,

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

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

I. Amendment to Exhibit B – Fee Schedule

Exhibit B – Fee Schedule of the Agreement shall be amended and supplanted by the attached **Exhibit B** which is incorporated herein by reference.

II. Amendment to Exhibit C – Production Schedule

Exhibit C – Production Schedule of the Agreement shall be amended and supplanted by the attached **Exhibit C** which is incorporated herein by reference.

III. Terms of Agreement Control and Extent of Amendment No. 1

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, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

RVE, Inc. dba RVI Planning +
Landscape Architecture

By: 
Signature

Chris Lalich
Printed Name

Vice President of Operations
Title

Date Signed: 04/17/24

COUNTY:

Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 797,469 100%

| | | |
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| 29% | RVi (Landscape Architect) | \$ 228,462 |
| 49% | Pape-Dawson (Civil) | \$ 392,680 |
| 9% | Inland Geodetics (Surveyor) | \$ 69,867 |
| 1% | Bay (MEP) | \$ 11,300 |
| 7% | Cambrian (Environmental) | \$ 56,400 |
| 0% | Jim Rogers (Parks Consultant) | \$ 3,000 |
| 4% | HVJ (Geotechnical) | \$ 32,260 |
| 0% | Altura (RAS) | \$ 3,500 |

Note: As of the date of this Amended and Restated Professional Services Agreement, **Phases I-IV** have been completed in their entirety while **Phase V** is underway. The Basic Fee includes those fees previously paid to A/E by County under the Original Agreement in the amount of **\$300,914.31**.

| | | |
|--|-------------------------------|-------------------|
| Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT* | | \$ 16,515 |
| | RVi (Landscape Architect) | \$ 13,905 |
| | Pape-Dawson (Civil) | \$ 2,610 |
| | Inland Geodetics (Surveyor) | \$ - |
| | Bay (MEP) | \$ - |
| | Cambrian (Environmental) | \$ - |
| | Jim Rogers (Parks Consultant) | \$ - |
| | HVJ (Geotechnical) | \$ - |
| | Altura (RAS) | \$ - |
| Phase IV - SCHEMATIC DESIGN* | | \$ 147,931 |
| | RVi (Landscape Architect) | \$ 27,934 |
| | Pape-Dawson (Civil) | \$ 48,430 |
| | Inland Geodetics (Surveyor) | \$ 62,867 |
| | Bay (MEP) | \$ 1,200 |

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| Cambrian (Environmental) | \$ | 4,500 | |
| Jim Rogers (Parks Consultant) | \$ | 3,000 | |
| HVJ (Geotechnical) | \$ | - | |
| Altura (RAS) | \$ | - | |
| Phase V - DESIGN DEVELOPMENT (60%) | \$ | 310,789 | 39% |
| RVi (Landscape Architect) | \$ | 47,959 | |
| Pape-Dawson (Civil) | \$ | 169,270 | |
| Inland Geodetics (Surveyor) | \$ | 7,000 | |
| Bay (MEP) | \$ | 2,400 | |
| Cambrian (Environmental) | \$ | 51,900 | |
| Jim Rogers (Parks Consultant) | \$ | - | |
| HVJ (Geotechnical) | \$ | 32,260 | |
| Altura (RAS) | \$ | - | |
| Phase VI+VII - REGULATORY REVIEW & CDs (100%) | \$ | 176,234 | 22% |
| RVi (Landscape Architect) | \$ | 45,584 | |
| Pape-Dawson (Civil) | \$ | 122,250 | |
| Inland Geodetics (Surveyor) | \$ | - | |
| Bay (MEP) | \$ | 4,900 | |
| Cambrian (Environmental) | \$ | - | |
| Jim Rogers (Parks Consultant) | \$ | - | |
| HVJ (Geotechnical) | \$ | - | |
| Altura (RAS) | \$ | 3,500 | |
| Phase VIII - BIDDING, AWARD, AND EXECUTION | \$ | 26,680 | 3% |
| RVi (Landscape Architect) | \$ | 18,800 | |
| Pape-Dawson (Civil) | \$ | 7,880 | |
| Inland Geodetics (Surveyor) | \$ | - | |
| Bay (MEP) | \$ | - | |
| Cambrian (Environmental) | \$ | - | |
| Jim Rogers (Parks Consultant) | \$ | - | |
| HVJ (Geotechnical) | \$ | - | |
| Altura (RAS) | \$ | - | |

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|---|-------------------|-----|
| Phase IX - CONSTRUCTION ADMINISTRATION | \$ 108,320 | 14% |
| RVi (Landscape Architect) | \$ 63,280 | |
| Pape-Dawson (Civil) | \$ 42,240 | |
| Inland Geodetics (Surveyor) | \$ - | |
| Bay (MEP) | \$ 2,800 | |
| Cambrian (Environmental) | \$ - | |
| Jim Rogers (Parks Consultant) | \$ - | |
| HVJ (Geotechnical) | \$ - | |
| Altura (RAS) | \$ - | |
| Phase X - PROJECT CLOSE-OUT | \$ 11,000 | 1% |
| RVi (Landscape Architect) | \$ 11,000 | |
| Pape-Dawson (Civil) | \$ - | |
| Inland Geodetics (Surveyor) | \$ - | |
| Bay (MEP) | \$ - | |
| Cambrian (Environmental) | \$ - | |
| Jim Rogers (Parks Consultant) | \$ - | |
| HVJ (Geotechnical) | \$ - | |
| Altura (RAS) | \$ - | |

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 Fifty (750) 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 (21) calendar days.

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| Agreement Execution Date | 09/05/23 |
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| Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT* | COMPLETE |
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| Phase IV - SCHEMATIC DESIGN | COMPLETE |
| <hr/> | |
| Phase V - DESIGN DEVELOPMENT | |
| <hr/> | |
| 60% Plans, Specifications and Estimate deliverables | 06/12/24 |
| County written authorization to proceed to next phase | 07/03/24 |
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| Phase VI+VII - REGULATORY REVIEW & CONSTRUCTION DOCUMENTS | |
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| Complete Plans, Specifications and Estimate deliverables | 10/31/24 |
| Regulatory Clearances Received | 11/25/24 |
| County written authorization to proceed to next phase | 12/12/24 |
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| Phase VIII - BIDDING, AWARD, AND EXECUTION | |
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| Permitted Plans and Specifications and Estimate deliverables to County | 12/19/24 |
| County advertises project for Bid | 01/02/25 |
| Contract Award | 02/03/25 |

4/12/2024

Brushy Creek Trail Extension along Hairy Man Rd.

Phase IX - CONSTRUCTION ADMINISTRATION

| | |
|-------------------------------------|----------|
| Contractor Notice to Proceed | 02/10/25 |
| Construction Substantial Completion | 02/06/26 |

Phase X - PROJECT CLOSE-OUT

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| Record Documents deliverables | 03/09/26 |
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All services shall be complete on, or before:

03/31/26