

# SUPPLEMENTAL AGREEMENT NO. #1 TO 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 SUPPLEMENTAL AGREEMENT NO. #1** to <u>Agreement for Planning, Design and Engineering Services</u>, 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**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

#### RECITALS

**WHEREAS**, County and A/E previously executed <u>Agreement for Planning</u>, <u>Design and Engineering Services</u> being dated effective <u>August 5<sup>th</sup></u>, <u>2020</u> ("Agreement"), First Amended and Restated Agreement, dated 8/31/2023, and Amendment No. 1 to First Amended and Restated Agreement, dated 4/23/2024;

WHEREAS	<b>5</b> , County and	d A/E amende	d the Agr	reemer	nt pursuant t	to a First <i>P</i>	Amende	d and
Restated	Agreement	for Planning,	Design	and E	<u>Engineering</u>	Services	being	dated
effective	-	("Agre	eement"):					
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**WHEREAS**, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

**WHEREAS**, County now wishes to **add alternative 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**.

- 1. PHASE VI-VII FINAL DESIGN DEVELOPMENT 100%
- 2. PHASE VII REGULATORY REVIEW AND PERMITTING
- 3. PHASE VI-VII BRUSHY CREEK BRIDGE

### ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E <a href="One Hundred Seventeen Thousand Three Hundred Eighty Dollars (\$117,380.">117,380.</a>) 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, or presiding officer of the Williamson County Commissioners Court in the absence of the 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:	COUNTY:		
RVE, Inc. dba RVI Planning +	Williamson County, Texas		
Landscape Architecture	·		
By: Signature	By:		
Peter Dufrene, ASLA SITES AP			
Printed Name	Printed Name		
Associate Principal			
Title	Title		
Date Signed: October 3, 2024	Date Signed:		

#### **EXHIBIT A**

#### **SCOPE OF BASIC SERVICES**

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

In consideration of the Additional Fee provided in the Amended 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.

#### **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, & 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 Amended 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, Amended 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, the 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 QA 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, document content, and date created (i.e. "Project\_DOCUMENT\_yyyy.mm.dd"). 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.

**Referenced Documents**. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

#### SCOPE OF WORK:

Brushy Creek Regional Trail
Hairy Man Rd. near Sea Ash Cir. in Round Rock, Tx to Sam Bass Rd. near Faith
Missionary Baptist Church in Round Rock, TX
Parks Department
P#551

Phases I-IV previously accomplished

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 V - DESIGN DEVELOPMENT - 60% Plans, Specifications and Estimate

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

- A. Additive alternative construction documents.
- B. Provide any reports required by jurisdictions having review authority.
- C. 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.
- D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.
- E. Prepare a Design Development level cost estimate in a form acceptable to County.
- F. 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.
- G. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.
- H. 1. PHASE VI-VII FINAL DESIGN DEVELOPMENT 100%
- I. 1.1.Additive Alternative Construction Documents
- J. 1.1.1. Move Additive Alternative design sheets to back of plan set.

- K. 1.1.2.Revise sheet labels for SW3P, Trail, Drainage on Base bid sheets and Additive alternative sheets.
- L. 1.1.3. Revise TCP narrative to clarify construction sequence of additive alternative.
- M. 1.2. Project Management
- N. 1.2.1.Coordinate split and all environmental requirements and labels on Additive alternative based on environmental findings and reports.
- O. 1.2.2. Coordinate with County on need and location of project split in order to ensure project letting dates are met.

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#### Phase VI – REGULATORY REVIEW AND PERMITTING

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

- A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.
- B. Participate in any Pre-submittal Meetings required by jurisdictions having review authority prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for development and construction permit applications with the jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the jurisdictions having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.
- F. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.
- 2. PHASE VII REGULATORY REVIEW AND PERMITTING
  - 2.1. Waters of the U.S. (Report Revisions)
    - 2.1.1. The previously contracted Waters of the US Delineation Report for the project (dated April 17, 2024) is 100% complete and sufficient for coverage of the project limits. However, this task represents the effort needed to create from the existing report one (1) new and separate Jurisdictional Determination report that encompasses only the portion of the project within the proposed PCN limits. This is necessary to support the permitting of the spring feature and stream crossing

separately from the rest of the project. US Army Corps of Engineers (USACE) guidelines will be followed in the preparation of this additional report.

#### 2.2. Biological Evaluation Section 7 Formal Consultation

2.2.1. Informal consultation with USFWS under Section 7 of the Endangered Species Act (ESA) was previously scoped for the project and has not yet been completed. Since that time, the Jollyville Plateau Salamander presence and potential habitat for federally-listed mussel species within Brushy Creek has been confirmed. As a result, informal consultation with USFWS will no longer be sufficient. Formal Section 7 consultation, which was previously unanticipated, will be required for the portion of the project within the PCN limits. This task includes the additional effort necessary to support formal consultation activities. Additionally, this task includes support of potential USFWS consultation (non-Section 7) that could be necessary for the portion of the project outside the PCN limits if endangered species habitat or presence is identified.

Notes: If mitigation or additional plan revision is required resulting from Section 7 consultation, supplemental scope and fee to complete the USACE permitting process can be provided under a future additional services agreement.

#### 2.3. Presence Absence Survey for Freshwater Mussels

- 2.3.1. On Monday June 3rd, the United States Fish and Wildlife Service (USFWS) listed six (6) species of freshwater mussels for protection under the Endangered Species Act, including a species which has potential to occur within Brushy Creek. Therefore, the presence/absence of freshwater mussels must now be determined to ensure Endangered Species Act compliance.
  - 1) An Aquatic Resource Relocation Plan (ARRP) will be prepared and must be submitted no less than four weeks before the beginning of the project. The ARRP includes a detailed explanation of proposed instream activities that will be reviewed by Texas Park and Wildlife Department (TPWD) to evaluate the risk to aquatic resources and must be approved prior to survey/construction activities, etc. The report is to follow the TPWD Guidelines for Aquatic Resource Relocation Plans for Fish and Shellfish, Including Freshwater Mussels. Application for Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters will also be submitted alongside the ARRP.
  - 2) Presence/absence surveys for freshwater mussels to be conducted according to current United States Fish and Wildlife Service (USFWS) survey protocol between April and November, or whenever water temperatures are greater than or equal to 50°F (10°C). Surveys will be conducted according to the determined stream group-specific survey requirements. Any necessary relocation effort during the presence/absence survey will comply with the relocation methodology outlined in the current USFWS protocols.
    - a) The project occurs within a Group 5 Stream. Group 5 Streams are perennial streams where freshwater mussels are known to occur or have the potential to occur but where federally or state\listed freshwater mussels have not been observed/confirmed.

3) A presence/absence report is to be prepared documenting the project location and justification, completed survey methods, results, and discussion must be submitted to the USFWS for review and acceptance within 30 days. The report is to follow the Freshwater Mussel Survey Report Checklist found in Appendix D of the USFWS survey protocols.

#### 4) Notes:

- a) In the event that a federally listed species is observed during the presence/absence survey:
  - All work must immediately cease and USFWS must be contacted.
    Then a survey must be completed by a permitted 10(a)1(A) mussel surveyor. If a Section 10(a)(1)(A) permit is not held internally, an outside contractor will need to be sourced and additional services may be required.
  - Additional scope and fee will be required for ultimate relocation and clearance prior to commencement of construction activities.
- b) In-stream survey outside the approved temperature and calendar conditions will require prior authorization from USFWS.
- c) Surveys should be conducted at base flow or low flow conditions.
  - If survey must be conducted above base flow, a variance must be approved by the USFWS.
- d) Should a survey site be deemed unsafe, or a portion of the recommended survey area is deemed unsafe, approval is required from the USFWS prior to any deviations from the survey protocol methodologies.

#### 2.4. Cultural Resources Survey and Reporting

- 2.4.1. The existing scope includes a single Antiquities Permit from THC and additional effort for Section 106 of the National Historic Preservation Act (NHPA). A research design was completed (100%) under the original scope but was revised multiple times due to unanticipated and un-scoped design changes. Furthermore, the project design and permitting approach has changed again since the last research design update. This task includes the additional effort necessary to update the existing research design, split the project into two (2) Antiquities Permits as required for activities on land owned by counties, cities, and other political subdivisions of the State, and to conduct associated agency coordination. The two (2) Antiquities Permits will be acquired as follows:
- 1) Acquisition of one (1) Antiquities Permit associated with the proposed PCN for the project as well as additional effort for Section 106 of the National Historic Preservation Act (NHPA) required by a NWP issued through the United States Army Corps of Engineers (USACE).

- 2) Acquisition of one (1) Antiquities Permit associated with the remainder of the project for outside the PCN limits.
- 3) Notes:
  - a) This task includes effort for response to comments from USACE and Texas Historical Commission (THC).
  - b) Design changes that require changes to the survey and/or report, including changes to the depth or location of excavations, are not covered under this scope and fee and would require a supplemental work authorization.
- 2.5. Environmental Project Management and Coordination
  - 2.5.1. This item represents an allowance for time not specifically required for design purposes:
    - 1) Preparation of exhibits for permitting and coordination with regulatory agencies.
    - 2) Coordinate project team to meet schedule and deliverables.
    - 3) Attend project coordination meetings. The proposal allows four (4) hours of meetings.
- 2.6. Texas Rapid Assessment Method Stream Evaluation and Mitigation Alternatives
  - 2.6.1. This task includes conducting a comprehensive stream evaluation using the Texas Rapid Assessment Method (TXRAM) to assess the ecological condition and functional capacity of the stream within the project area. This task would be relevant in the scenario where permanent impacts to Waters of the U.S.
    - 1) Perform an on-site evaluation of the stream using the TXRAM protocol. This will involve assessing various ecological and physical parameters such as hydrology, geomorphology, vegetation, and habitat quality. Document the stream's current condition, noting any signs of degradation, erosion, or other impacts.
    - 2) Utilize the TXRAM scoring system to evaluate the stream's functional capacity based on the collected data. Analyze the results to determine the stream's overall ecological condition, identifying any areas of concern or opportunities for enhancement, and determining the appropriate mitigation activities for stream impacts.
  - 2.6.2. Additionally, this task includes a due-diligence investigation to evaluate potential mitigation alternatives to include coordination with mitigation banks for the purpose of ascertaining credit availability and requesting mitigation quotes.
    - 1) Notes:
    - a) Direct compensatory mitigation costs may be required for impacts to Waters of the U.S. that exceed the Nationwide Permit 14 USACE notification threshold of

- 0.1-acre. However, such compensatory mitigation costs are not included in this task. As of 8/27/2024, Waters of the U.S. mitigation costs cannot be accurately estimated due to absence of existing TXRAM results and unknown cost and availability of mitigation credits.
- b) The estimated timeframe for completing the TXRAM assessment and mitigation due diligence is 4 weeks after NTP for this task. Upon completion, information related to the estimated compensatory mitigation options, costs and credit availability can be provided.

#### 3. PHASE VI-VII – BRUSHY CREEK BRIDGE

- 3.1. Prepare Plan and Profile bridge layout sheet with column, bent, deck, and side slope protection design detailed for construction. Includes quantity and cost calculations. Bridge will be designed to clear the Ordinary High Water Mark; but will not clear any other design storms. This service includes scour mitigation design.
- 3.2. Prepare modifications (as necessary) of existing TxDOT Bridge Standards to accommodate bridge design, including bridge calculations. Provide additional non-modified standards required to complete construction plans for bridge.

#### 3.2.1. Notes

- 1) A 3D model is not included with this design service.
- 2) Design will utilize the previous brushy Creek Geotech that indicates the columns shall be bored 5' into the rock depth. A new Geotechnical Report is not anticipated to be required.
- 3) This fee utilizes the remaining \$2,475 of Pape Dawson's 90% and Final design fee for the low water crossing culvert design and is in addition to that effort.

#### Phase VII - CONSTRUCTION DOCUMENTS - 100% Plans, Specifications, and Estimate

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

- A. Prepare complete plans, specifications and engineering calculations (<u>without</u> professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.

- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

#### Phase VIII - CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

#### Phase IX - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews:

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

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.
- F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

#### Phase X – PROJECT CLOSE-OUT – Final Inspection and Document Review:

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

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's <u>Design Submittal Guidelines</u>.

### **EXHIBIT B**

### **FEE SCHEDULE**

Phases I-IV previously accomplished and billed	for: \$	405,886	100%
This schedule indicates new fees by Phase of the Additional Fee:	\$	117,380	100%
18% <b>RVI</b>	\$	21,600	
82% Pape Dawson	\$	95,780	
Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS	\$	-	0%
RVI	\$	-	
Pape Dawson	\$	-	
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT	\$	_	0%
RVI	\$	-	
Pape Dawson	\$	-	
Disease III. TO A II. DOLLTE DI ANI AND DOEL IM DECION DEDORT	\$		0%
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT	\$		0 76
Pape Dawson	\$	-	
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Phase IV - SCHEMATIC DESIGN (30%)	\$	-	0%
RVI	\$	-	
Pape Dawson	\$	-	
Phase V - DESIGN DEVELOPMENT (60%)	\$	24,530	21%
RVI	\$	5,200	
Pape Dawson	\$	19,330	
Phase VI - REGULATORY REVIEW AND PERMITTING	\$	56,730	48%

\$ 7,900	
\$ 48,830	
\$ 36,120	31%
\$ 8,500	
\$ 27,620	
\$ -	0%
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#### **EXHIBIT C**

#### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Supplemental Agreement within <u>ninety (90) calendar days</u> 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 (21) calendar days.

Supplemental Agreement Execution Date	10/15/24
Phases I-IV previously accomplished during the following dates:	8/2020 -

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS	
Notice to Proceed	01/01/00
Base Map, Inventory, and Analysis deliverables	01/31/00
County written authorization to proceed to next phase	02/21/00
Phase II - PRELIM TRAIL ROUTE PLAN AND ENGAGEMENT	
Alignment Plan with Public Comment deliverables	03/22/00
County written authorization to proceed to next phase	04/12/00
Phase III - TRAIL ROUTE PLAN AND PRELIM DESIGN REPORT	
Preliminary Design Report deliverables	05/12/00
County written authorization to proceed to next phase	06/02/00
Phase IV - SCHEMATIC DESIGN	
30% Plans, Specifications and Estimate deliverables	07/02/00
County written authorization to proceed to next phase	07/23/00

#### **Phase V - DESIGN DEVELOPMENT**

60% Plans, Specifications and Estimate deliverables

10/15/24

County written authorization to proceed to next phase	10/25/24
Phase VI - REGULATORY REVIEW AND PERMITTING	
Sealed Plans and Specifications and Estimate deliverables to County	11/01/24
Plans submittal to TDLR and Permit application submittal to City	11/08/24
Site Development and Construction Permits received from City	11/25/24
Phase VII - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	12/02/24
County written authorization to proceed to next phase	01/15/24
Phase VIII - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	01/22/24
County advertises project for Bid	01/30/24
Contract Award	02/29/24
Phase IX - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	03/07/24
Construction Substantial Completion	03/07/25
Construction Substantial Completion	
Phase X - PROJECT CLOSE-OUT	
Record Documents deliverables	04/06/25
All services shall be complete on, or before:	01/13/25