

**SUPPLEMENTAL**  
**AGREEMENT NO. 1 TO**  
**AGREEMENT FOR LANDSCAPE**  
**ARCHITECTURAL SERVICES**

This Supplemental Agreement No. 1 to the Agreement for Landscape Architectural Services ("Supplemental No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and studio|16:19, LLC, hereinafter "Landscape Architect" or "LA."

**RECITALS**

**WHEREAS**, County and LA previously executed an Agreement for Landscape Architectural Services, dated effective July 6, 2015 (the "Agreement"), wherein LA agreed to perform certain professional landscape architectural services in connection with Part 1 - Brushy Creek Regional Trail Section Repair (#15RFQ105), hereinafter called the "Project";

**WHEREAS**, County would like to add a Birthday Party Pavilion and Public Restroom to the Project and desires to obtain professional services from LA in relation thereto;

**WHEREAS**, County would like to add a Parking Lot to the project and desires to obtain professional services from LA in relation thereto;

**WHEREAS**, pursuant to Article 4 of the Agreement, the above-mentioned additions to the Project will constitute Additional Services that are outside the original scope of the Basic Services and it has become necessary to supplement the Agreement; and

**WHEREAS**, therefore, County and LA now desire to set forth the scope of the Additional Services in this Supplemental No. 1, as well provide the lump sum amount of compensation to be paid for such Additional Services in accordance with Section 11.3 of the Agreement.

**AGREEMENT**

**NOW, THEREFORE**, premises considered, County and LA agree that the Agreement is supplemented, amended and modified as follows:

**I. Scope of Additional Services**

The Additional Services to be provided by LA under this Supplemental No. 1 are as follows:

- In collaboration with the County, Civil Engineer, and Structural Engineer, the LA will provide landscape architecture services & landscape development plans for the addition of a Birthday Party Pavilion and Public Restroom to the

Project, and an additional parking lot, which are to be included as part of the Site Development Process.

In conjunction with the performance of the foregoing Additional Services, the LA shall provide the following submittals/deliverables/documents to the County/County's Representative:

- Schematic Design - develop concepts, schematics, and visual imagery for the proposed improvements. The team will utilize the input from the County, prior designs, and future planning efforts to ensure the design meets the community's expectations.
- Design Development - develop the preferred design. The team will utilize feedback from the County to refine the design and meets engineering standards and requirements.
- Construction Documentation & Permitting - a construction/ permit plan set including the following:
  - Site Plan Coordination/ Design Standards Integration – collaborating with design team to ensure the plans meet the provisions/ requirements as outlined by the County and City Ordinances.
  - Existing & Proposed Grading Plans, Notes & Details
  - Hardscape Layout Construction Plans, Notes & Details
  - Tree Preservation/ Mitigation Plans, Notes & Details
  - Irrigation Design Plan(s), Notes & Details
  - Planting Plan(s), Notes & Details

## **II. Compensation**

For the LA's performance of the Additional Services under this Supplemental No. 1, the County shall compensate the LA the "not-to-exceed" amount of: \$94,350.00, plus Reimbursable Expenses as defined in the Agreement and in accordance with the Williamson County Vendor Reimbursement Policy. Compensation shall be allocated as follows:

50	Schematic Design (lump sum)	\$ 12,800
60	Design Development (lump sum)	\$ 22,200
70	Construction Documents & Permitting (lump sum)	\$ 49,950
90	Bidding and Negotiation	\$ 2,500
100	Construction Administration	\$ 6,900

### III. Schedule

Section 3.1.3 of the Agreement and Exhibit C of the Agreement shall be supplanted and replaced by the revised Exhibit C - Production Schedule, which is attached hereto and incorporated herein by reference. LA will perform the Basic Services and Additional Services described herein in accordance with the schedule set out in the attached Exhibit C - Production Schedule.

### IV. Terms of Agreement Control and Extent of Supplemental No. 1

All services described herein will be performed in accordance with the terms and conditions of the Agreement. All obligations, responsibilities, terms and conditions relating to Phase I Services under the Agreement shall apply to the services described herein. All terms of the Agreement and any prior supplemental agreements and amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the LA have executed this Supplemental No. 1, in duplicate, to be effective as of the date of the last party's execution below.

LANDSCAPE ARCHITECT:

studio|16:19, LLC

By: 

Printed Name: BRENT A. BAKER

Title: MANAGING PRINCIPAL

Date: MAY 9, 2017

COUNTY:

Williamson County, Texas

By: 

Dan A. Gattis, County Judge

Date: 05-22, 2017

## **Exhibit C**

### **Production Schedule**

#### **C1.0 BASIC SERVICES ANTICIPATED SCHEDULE/ MILESTONES**

The LA shall complete the Basic Services for the Project within 360 calendar days, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the County as identified in Article 5 of the Agreement.

C1.1	Schematic Design Phase	30	Days
C1.2	Design Development Phase	N/A	
C1.3	Construction Document Phase	120	Days
	TCEQ WPAP CZP Exception Request (60 days included as part of this Phase)		
C1.4	Bidding/ Negotiation Phase	60	Days
C1.5	Construction Services Phase (estimated time of construction)	150	Days

#### **SUPPLEMENTAL NO. 1 - ADDITIONAL SERVICES ANTICIPATED SCHEDULE/ MILESTONES**

The LA shall complete the Additional Services set out in Supplemental No. 1 in conjunction with the remaining Basic Services within the proposed timeline set out below, commencing upon the issuance of Notice to Proceed via signed Supplemental No. 1, and receipt of any documents to be provided by the County, if any.

Schematic Design & Design Development Additional Services	May 2017
Construction Documentation Additional Services	June 2017
Bidding/ Negotiation Basic & Additional Services	September 2017
Construction Administration Basic Services (trail portion)	December 2017
Construction Administration Basic & Additional Services	March 2018

**NOTE: The LA is not in control of timing in regards to regulatory review and schedule or County's timing regarding review comments, but will make its best effort to fulfill anticipated schedule as well as will consider opportunities to accelerate the schedule where feasible.**