

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
("Project")

This Supplemental Agreement No. 2 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Design Workshop, Inc. (the "LA").

RECITALS

WHEREAS, County intends to improve the Williamson County River Ranch County Park, hereinafter called the "Project;"

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement"); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

WHEREAS, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the "Phase II Services Agreement") whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as "Phase II Services");

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed a Supplemental Agreement No. 1 dated effective February 9, 2017 in order to add Additional Services due to the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB in relation to a separate but related project known as the Bagdad Roadway project that caused the need for LA to perform services that was outside of the LA's Phase II Services, as described in the Phase II Services Agreement;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to add design modifications to the River Ranch County Park Headquarters and add professional design services in relation to an Interpretive Center that has recently received grant funding approval from the Texas Parks and Wildlife Department;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that have become necessary, as

well as the Additional Services compensation for LA's Additional Services;

WHEREAS, this Supplemental Agreement No. 2 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

AGREEMENT

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

I. Scope of Additional Services

LA hereby agrees to provide the following additional services (the "Additional Services"):

A. River Ranch County Park Headquarters Design Modifications:

Additional Services associated with design changes of the gatehouse, now known and referred to as the River Ranch County Park Headquarters. LA shall revise the design of the previously submitted building to include a breakroom, second office, and a third restroom. These changes will increase the overall square footage of the building (approximately 35%). In addition, LA will revise and reconfigure the approach to and around the River Ranch County Park Headquarters building. Based on this, site plan changes will be made to accommodate the revised design.

These Additional Services will require the following:

Meetings and Coordination

- ☐ Up to one (1) coordination meeting with the County
- ☐ Coordination (meetings, conference calls, emails) with other consultants on revised layout, backgrounds and associated updates.
- ☐ Added internal QA/QC time for 50, 90 and 100% milestones.
- ☐ Internal project management time for staffing needs.

B. River Ranch County Park Interpretive Center:

The County pursued a grant through the Texas Parks and Wildlife Department to help facilitate the implementation of the Interpretive Center at River Ranch County Park, as set out in the master plan previously completed and approved for River Ranch County Park. Based on the recent news of a grant application being awarded by the Texas Parks & Wildlife Department to County for River Ranch County Park, it has now become necessary to add Additional Services in relation to adding an Interpretive Center since it was not originally included in the LA's basic scope of work.

The Additional Services will include various meetings (up to three) for programming the space as well as coordination between the County and LA's sub-consultant team throughout the design and implementation of this project. Additionally, this effort will entail several submittals that will track behind the current pace of the on-going work. These submittals will include schematic design documents, design development documents and complete construction documents ready for bidding.

These Additional Services will require and include the following:

Meetings and Coordination

- ☐ Project Management
- ☐ Up to three (3) coordination meetings with the County
- ☐ Coordination (meetings, conference calls, emails) with other consultants on revised layout, backgrounds and associated updates.
- ☐ QA/QC time for SD, DD and CD milestones

Deliverables

- ☐ Schematic Design Documents
- ☐ Design Development Documents
- ☐ Construction Documents
- ☐ Construction Observation Services

Additional Services in relation to the Interpretive Center will not include "Exhibits/Displays" and "Interpretive Signage" as those elements will need to be contracted separately with a specialist. However, LA can assist the County by identifying providers and can coordinate with the selected provider to provide power and appropriate general illumination though integral illumination would be considered part of the display/exhibit/signage. Further, data/telecom service must be arranged by the County and that such separate provider will design/provide any computer or telephone systems. LA's Additional Services will include coordination with the County and provision of power and pathways for data/telecom systems and wiring provided by the County. LA will provide a backboard or floor/wall space for a rack, power source for the server, routers, gear the County will have installed, and conduit with draw strings to wall boxes. The County's Tele/Data provider(s) must provide the 'brains' and the wiring as well as appropriate faceplates on the wall boxes to suit the connections they are making.

II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of \$184,175.00, which is allocated as follows:

River Ranch Park County Headquarters Design Modifications:	\$ 23,475.00
River Ranch County Park Interpretive Center:	\$160,700.00

III. Schedule

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

All Additional Services described herein will be performed in accordance with the terms and conditions of the Phase II Services Agreement. All other terms of the Phase II Services 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.

V. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LA:

Design Workshop, Inc.

By: *Claire Hempel*

Printed Name: Claire Hempel

Title: Principal

Date: June 9, 2017

COUNTY:

Williamson County, Texas

By: *Dan A. Gattis*

Dan A. Gattis, County Judge

Date: 06-12, 2017