

SUPPLEMENTAL AGREEMENT
TO
AGREEMENT FOR ARCHITECTURAL
AND
ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO CENTER PROJECT ("Project")

This Supplemental Agreement to the Agreement for Architectural and Engineering Services ("Supplemental Agreement") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Populous, Inc. (the "A/E").

RECITALS

WHEREAS, County and A/E entered into an Agreement for Architectural and Engineering Services dated effective as of January 16, 2015 (the "Agreement") for the provision of professional services in connection with the Williamson County Expo Center (the "Project"); and

WHEREAS, following the A/E's performance of the Basic Services under the Agreement, County determined a need to add a horse stall barn, restroom/concessions building on the east side of the existing Expo Hall site and reroute the existing water main (if required) to the Project, which would all constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes referred to as being Phase III Construction;

WHEREAS, pursuant to Section III of the Agreement, for the performance of Additional Services not specifically described in the Basic Services, County and A/E must execute a contract modification setting forth the scope of the Additional Services, compensation to be paid to A/E for performance of the Additional Service and a schedule for the performance of such services;

WHEREAS, this Supplemental Agreement provides a description of the scope of Additional Services that are necessary, the Additional Services compensation and a schedule for the performance of the Additional Services; and

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

AGREEMENT

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

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit "A", which is attached hereto and incorporated herein.

II. Additional Services Compensation and Reimbursable Expenses

A/E will perform the above described Additional Services for the lump sum amount of \$233,000.00, which consists of and includes the following lump sum Additional Services fee amounts and reimbursable expenses amount:

- A. Additional Services Associated with Horse Barn: *One Hundred and Forty-Four Thousand Dollars (\$144,000)*
- B. Additional Services Associated with East Side Concessions and Restrooms: *Fifty- Nine Thousand Dollars (\$59,000)*
- C. Additional Services Associated with Relocated Water Main (if required): *Ten Thousand Dollars (\$10,000)*
- D. Reimbursable Expenses charged in accordance with the Williamson County Vendor Reimbursement Policy: *Twenty Thousand Dollars (\$20,000).*

In no event will the Additional Services fee amounts and reimbursable expenses exceed the the total lump sum amount set forth above unless the parties otherwise agree to increase such amount pursuant to a written modification to this Supplemental Agreement.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A project schedule will be completed and agreed upon by the parties prior to commencement of the Additional Services. A/E's fees are based on the following time frames for the design and construction of the Phase III Construction items:

- Schematic Design- Horse Barn only: Two Months.
- Design Development- Horse Barn only: Two Months.
- Construction Documents- Horse Barn, Concessions and Restrooms: Three and Half Months.
- Construction Administration Horse Barn, Concessions and Restrooms: Eight months.

If there is a need to extends the Additional Services beyond the above milestone date, A/E reserves the right to pursue and request additional services compensation.

IV. Terms of Agreement Control and 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, the County and the A/E have executed this Supplemental Agreement, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

Populous, Inc.

By: Charles D. Smith
Signature

Printed Name: CHARLES D. SMITH

Title: SENIOR PRINCIPAL

Date: FEBRUARY 20, 2018

COUNTY:

Williamson County, Texas

By: Valerie Corey
~~Dan A. Gattis, County Judge~~
Valerie Corey, Williamson County Presiding Officer
Date: March 1, 2018

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By: Charles D. Smith
Signature

Printed Name: CHARLES D. SMITH

Title: SENIOR PRINCIPAL

Date: FEBRUARY 20, 2018

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

Exhibit "A"

Scope of Additional Services

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

With Phase III Construction, County intends to enhance an existing facility with development of new components using industry standard "best practices". The project includes but is not limited to programming, data collection and analysis, recommendations regarding the best possible use of the Master Plan, communication with Williamson County, plan development, preparation and design of construction documents, specifications, review cost estimates, development of bidding and contract documents, and administration of construction. The Williamson County Expo Center houses staff dedicated to operations, maintenance, and marketing of the facility to serve a multitude of venues.

A. Phase III Construction Overview:

The Phase III Construction shall consist of the construction of a horse stall barn with an estimated construction cost of \$1.6M, restroom/concessions building with an estimated construction cost of \$787,500 on the east side of the existing Expo Hall site and rerouting of the existing water main (if required).

1. The Horse Barn shall include approximately 200 stalls, fans, lights, PA system and open on four sides. All attempts shall be made to match existing finishes at the existing Expo Hall.
2. East Concession and Restrooms shall be one building including plumbing, fixtures, mechanical, electrical, and structural. This building also requires the extension of the concrete concourse as noted on the Construction Documents issued on September 16, 2015.
3. The existing 8" water line located underneath the existing Covered Penning/ Warm Up building shall be abandoned and rerouted around the facility per the county's direction (if required).

B. Tasks:

1. The Horse Barn shall be designed in accordance with the terms noted in the Agreement for Architectural and Engineering Services dated effective as of January 16, 2015. A/E shall make all attempts to match existing material and finishes.
2. The East Concession and Restrooms shall per Construction Documents issued on September 16, 2015. A new set of construction documents will need to be developed and combined with the Horse Barn facility documents for bidding. A/E shall make all attempts to match existing material and finishes.
3. A new 8" water main shall be designed in accordance with the local jurisdiction's water department requirements. The existing water main shall be abandoned outside the footprint of the existing Covered Penning/ Warm Up building. Whether required to be determined.

Exhibit "A"

Scope of Additional Services

C. Deliverables:

Design Documents for the Horse Barn and Construction Documents for the East Concession and Restrooms in accordance with the Agreement for Architectural and Engineering Services dated effective as of January 16, 2015. The drawings will be issued as one set of documents with no alternates.

D. Phase III Construction Considerations:

Phase III Construction will include consideration of the following:

- ☐ Strategic location and construction of a stall barn that is sufficient in size and scope to accommodate / consider the following:
 - Capacity for 200 stalls
 - Electrical capacity to support the needs of 200 stalls
 - Designated space for selling stalls and shavings.
 - Designated, secured space to store shavings
 - Additional wash racks (if deemed necessary)
 - Additional restrooms (if deemed necessary)
 - Flexibility in design and programming to block out wind and rain completely.
- ☐ Construction of previously designed Restrooms/Concessions building on the east side of the complex
- ☐ Site work and consideration for additional roads, parking, and related infrastructure.

It should also be noted that future expansion capability of this facility is important to include in the design.

In consideration of the compensation provided in the Supplemental Agreement, A/E shall perform the following Scope of Additional Services, based on standard architectural and engineering practices:

The following is the minimum Scope of Additional Services for the Project. It is intended that the scope cover the entire Project from programming through construction administration. Any omissions in scope should be noted to the County. Provide CAD files for County as needed.

E. Scope of Additional Services:

1. Programming

- a. A/E firm/team shall meet with County staff and other entities/groups involved in the project to determine needs (including spatial and development) of building program(s) for projected needs.
- b. Site evaluations to determine the best possible use of the Master Plan.
- c. Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E).
- d. Provide up to one (1) separate presentation to County Project Management
- e. Coordinate with local government bodies, cities, and local utilities in relation to the Project.

Exhibit "A"
Scope of Additional Services

2. Schematic Design Phase

- a. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
- b. The A/E firm/team shall provide preliminary estimate of construction cost that aligns the County's budget.

3. Design Development Phase

- a. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.
- b. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete this project.
- c. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
- d. Provide Design Development submittal for review and approval, provide two (2) full size plan sets and one (1) electronic set. Submittal shall include, as a minimum, any necessary revisions to the master plan, floor plans, elevations, stall barn, furniture and equipment plans. Provide up to one (1) separate presentation to Williamson County Project Management Team to
 - 1. discuss project timelines and schedule for project deliverables;
 - 2. discuss possible design criteria based upon mutually agreed upon programming;
and
 - 3. additional meeting(s) if needed.

4. Construction Document Phase

- a. Provide construction document drawings and specifications including the furniture related FF&E items (including fixed and movable furniture and equipment). Specifications shall include a requirement for the vendor to supply operations and maintenance manuals and on-site training for all mechanical, electrical and HVAC systems.
- b. Prepare 60% drawings for the planned improvements identified in the "Description of Project."
- c. Meet with County staff to review estimate and drawings. A/E and its consultants shall submit drawings for preliminary review by the County staff for constructible and code review.
- d. Prepare 90% & final drawings (two (2) full size plan sets and one (1) electronic plan set with specifications) and meet with County staff to review.
- e. Provide up to one (1) separate presentation to Williamson County Project Management Team. Presentations shall include, but not be limited to, furniture and finish colors and materials, and recommendations for stall systems and configurations.
- f. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary
- g. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments and architectural barriers review (TDLR).

5. Bidding and Contract Phase

- a. Prepare bid documents and assist the County in advertising for bids.
- b. Oversee Pre-Bid Meeting & prepare addendums (as needed).
- c. Review bids and provide written recommendation(s) to staff.
- d. Oversee Pre-Construction Meeting.
- e. Prepare addenda, review prior approval requests.

Exhibit "A"
Scope of Additional Services

- f. Make recommendations on Bids/Proposals received.
- g. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget pursuant to Article XXIX of the Agreement.
- h. Assist, at County's request, with drafting and preparing construction contract documents.

6. Construction Administration Phase

- a. Attend pre-construction conference and up to Eight (8) site visits with weekly or biweekly Video Conference or Conference Call for OAC meeting.
- b. Shop drawing and submittal review.
- c. Provide site observations and/or reviews and develop punch list report as required by Williamson County.
- d. Answer Contractor RFI's to resolve field/design issues within five (5) working days.
- e. Prepare supplemental instructions and sketches.
- f. Review contractor Applications for Payment and recommend for approval.
- g. Provide A/E progress reviews (with reports) before cover up (concrete, walls and ceilings).
- h. Provide substantial and final completion reviews (to include Americans with Disabilities (ADA) review and prepare punch lists.
- i. Review, approve, and provide a final report of reviews.
- j. A/E firm/team will provide review, estimates, and support on Proposed Change Orders from contractor.
- k. Submit record drawings updated to show all changes to the work issued by A/E during the course of construction and compile the "as-built" documents in the format received from the Contractor and deliver three (3) full size plan sets, one (1) CAD file set and one (1) PDF set.