

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR ARCHITECTURAL
AND
ENGINEERING SERVICES

WILLIAMSON COUNTY EXPO CENTER PROJECT (“Project”)

This Supplemental Agreement No. 2 to the Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 2”) 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, in February of 2018 and following the A/E’s performance of the Basic Services under the Agreement, the parties executed a Supplemental Agreement wherein A/E agreed to provide Additional Services in relation to the addition of a horse barn, restrooms and concessions for the Project (the “Supplemental Agreement”);

WHEREAS, following the parties’ execution of the above-mentioned Supplemental Agreement, County determined a need to change and modify the scope of Additional Services described under the Supplemental Agreement in relation to the addition of a horse stall barn, restroom/concessions building on the east side of the existing Expo Arena site and the rerouting of the existing water main, which all constitute Additional Services that were not originally a part of the Basic Services under the Agreement and which are sometimes collectively referred to as being the “Williamson County Expo Pavilion and Concessions/Restroom Additions”;

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 No. 2 provides a description of the scope of Additional Services that are necessary, the Additional Services compensation, a schedule for the performance of the Additional Services, an amendment to Section V, Paragraph A. of the Agreement and supplants and replaces the Supplemental Agreement previously executed in February of 2018; 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 \$450,000.00, which consists of and includes the following lump sum Additional Services fee amounts and reimbursable expenses amount:

- A. Additional Services Associated with Horse Barn: *Two Hundred and Ninety-Seven Thousand Dollars (\$297,000)*
- B. Additional Services Associated with East Side Concessions and Restrooms: *Sixty-Five Thousand Dollars (\$65,000)*
- C. Additional Services Associated with Civil Engineering Professional Design Services: *Sixty-Eight Thousand Dollars (\$68,000)*
- D. Additional Services Associated with Relocating Water Main: *Included in Civil Engineering Professional Design Services Fee*
- E. Reimbursable Expenses charged in accordance with the Williamson County Vendor Reimbursement Policy: *Twenty Thousand Dollars (\$20,000)**

*Reimbursable expenses are based on A/E making two trips during Schematic Design, two trips during Design Development and eight trips during Construction Administration for a maximum of twelve trips.

In no event will the Additional Services fee amounts and reimbursable expenses exceed 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 No. 2.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed. A/E shall perform the Additional Services in accordance with the following time frames:

- Schematic Design- Horse Barn only: Two Months - *Completed*
- 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 extend the Additional Services beyond the above milestone date, A/E reserves the right to request additional services compensation.

IV. Amendment to Section V, Paragraph A. - Submittal Process and Revisions to A/E Work Product:

Section V, Paragraph A. shall be amended as follows:

A. Submittal Process. A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"** (taking into account any modification to such Schedule for matters outside of A/E's reasonable control).
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. Required work shall be limited to work necessary to conform to deliverables set forth at that stage of the Scope of Services as set forth in **Exhibit "A"**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's reasonable opinion substantial compliance with the requirements of this Agreement has been achieved.

5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out in accordance with the terms of this Agreement and the generally accepted standard of care.

Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the requirements of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. If the A/E is required to make revisions to the A/E Work Product, the A/E shall be entitled to receive, under a negotiated written contract modification as required by Section III above, Additional Services compensation, as an Additional Service for changes to A/E Work Product that result from (1) scope changes directed by the County that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by A/E, (3) revisions to the A/E Work Product directed by the County that resulted in an increase in the construction budget, or (4) matters beyond the reasonable control of A/E, including but not limited to Construction Cost.

V. 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 Agreement. County and A/E hereby agree this Supplemental Agreement No. 2 supplants and replaces, in whole, the Supplemental Agreement previously executed in February of 2018 and said Supplemental Agreement shall not have any further force or effect following the complete execution hereof. Except as otherwise set out herein, 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.

(Signature Page Follow This Page)

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

A/E:

Populous, Inc.

By: John P. Fuxer
Signature

Printed Name: JOHN P. FUXER

Title: PRINCIPAL

Date: OCTOBER 23, 2018

COUNTY:

Williamson County, Texas

By: Dan A. Gattis
Dan A. Gattis, County Judge

Date: 10-31, 2018

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.

A. Understanding of Additional Services

The Additional Services shall consist of the construction of a horse stall barn with an estimated construction cost of \$3,300,000, restroom/concessions building with an estimated construction cost of \$866,250 on the east side of the existing Expo Arena site and rerouting of the existing water main. Revised scope shall be based on A/E's Schematic Design issued on 8/2/18, which is incorporated herein by reference.

1. The Horse Barn shall include approximately 200 stalls, fans, lights, PA system, restrooms, wash area and covered on four sides. See Schematic Design issued on 8/2/18 for additional information.
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, which are incorporated herein by reference.
3. The existing 8" water line located underneath the existing Covered Penning/ Warm Up building shall be abandoned and rerouted around the facility.
4. Provide civil engineering services to accommodate expand footprint, parking, ADA and additional utilities.

B. Tasks:

1. The Horse Barn shall be designed in accordance with the terms noted in the Agreement, as amended by this Supplemental Agreement No. 2. See A/E's Schematic Design issued on 8/2/18 for additional information.
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.
3. A new 8" water main shall be designed in accordance with Williamson County Water Department requirements. The existing water main shall be abandoned outside the footprint of the existing Covered Penning/ Warm Up building.
4. A/E shall make all attempts to match all existing material and finishes.

C. Deliverables:

Design Documents for the Horse Barn and Construction Documents for the East Concession and Restrooms in accordance with the Agreement, as amended by this Supplemental Agreement No. 2. The drawings will be issued as one set of documents with no alternates.

Exhibit “A”

Scope of Additional Services

D. Additional Services Considerations:

The Additional Services 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.

E. Scope of Additional Services:

In consideration of the compensation provided in this Supplemental Agreement No. 2, 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 Williamson County Expo Pavilion and Concessions/Restroom Additions. It is intended that the Scope of Additional Service cover from programming through construction administration. Any omissions in scope should be noted to the County. Provide CAD files for County as needed.

1. Programming

- a. A/E firm/team shall meet with County staff and other entities/groups involved in the Williamson County Expo Pavilion and Concessions/Restroom Additions 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 Williamson County Expo Pavilion and Concessions/Restroom Additions.

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.

Exhibit “A”

Scope of Additional Services

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 Williamson County Expo Pavilion and Concessions/Restroom Additions, 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 the Williamson County Expo Pavilion and Concessions/Restroom Additions.
- 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 the Williamson County Expo Pavilion and Concessions/Restroom Additions timelines and schedule for 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.