

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

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

This Supplemental Agreement No. 5 to Agreement for Landscape Architectural Phase II Services ("Supplemental Agreement No. 5") 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 Supplemental Agreement Nos. 1, 2, 3 & 4 in order to add Additional Services that were 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 extend the Construction Observations services to be provided by LA due to the duration of construction by the construction contractor being longer than originally expected and anticipated by LA; and due to the additional time associated with underground electrical design and construction modifications;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 5 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. 5 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

The LA and County previously executed Supplemental Agreement No. 4 in order to provide for additional services and additional services compensation in relation to the LA's subconsultants, which were primarily for architecture services with extended Construction Observation (CO) services for civil and structural, and it did not include any necessary additional services for LA at that time. It is now necessary to set forth the following additional services and additional services compensation for the extension of construction observation services to be performed by LA (the "Additional Services"):

A. River Ranch County Park (RRCP) Construction Schedule Extension

Extended construction observation and architect services for RRCP due to extension of construction schedule. This item expands the contracted scope of services to include additional Construction Observation services. According to the prime agreement Exhibit C, signed August 03, 2016, the construction observation duration was to be completed in a maximum of 40 weeks with construction related activities lasting no more than 12 months. The construction contract began on November 09, 2018 with a substantial completion date of November 09, 2019. The current contractual substantial completion date has extended from November 09, 2019 to August 08, 2020 with a final completion date of September 08, 2020.

LA shall provide additional construction observation and architect services as defined in Agreement for Landscape Architectural Phase II Services, signed August 3, 2016, in relation to the RRCP through the anticipated construction final completion date of September 08, 2020. During such time, LA shall provide up to 10 additional site visits for construction observation, excluding multiple or partial substantial completion reviews, or any combination thereof.

B. River Ranch Interpretative Center (RRIC) Construction Observation Services for Duration Not Within Contract

Extended construction observation and architect services for RRIC due to construction of

RRIC not overlapping with RRCP in its entirety per general conditions and the RRIC additional services agreement. Current RRIC schedule: anticipated substantial completion date is September 3, 2020 and final completion is October 3, 2020 per the construction contractor's provided schedule and contract.

LA shall provide additional construction observation and architect services in relation to the RRIC through the anticipated construction final completion date of October 03, 2020. This item extends the LA services through October 03, 2020, but do not increase the contracted scope of services.

C. RRCP Substantial and Final Reviews, Additional Site visits, and Field Reports

LA shall provide additional site visits, field reports, multiple or partial substantial completion reviews, or any combination thereof, and final completion acceptance walks such that the total number of visits shall not exceed eight (8) additional visits and field reports. One (1) site visit shall consist of no more than 2-persons for four (4) hours.

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 **\$82,929.00**, which is allocated as follows:

Additional Construction Observation for RRCP:	\$76,029.00
Additional Construction Observation for RRIC:	\$ 4,000.00
Substantial and Final Reviews:	\$ 2,900.00

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. Compromise and Settlement of Construction Contractor Change Events 68, 69 & 70

As a part of the Phase II Services, LA provided Construction Documentation services (100% Bid Documents) and assisted the County in the bidding, selection and negotiation process for the procurement of County's construction contractor on the Project, Ritter Botkin Prime Construction Company, Inc. ("Construction Contractor"). During the course of work on the Project, County's Construction Contractor submitted certain claims for extra and additional compensation based on the Construction Contractor's claims that the bid tab/price sheet quantities set out in the Construction Documents and bid documents failed to provide sufficient quantities of product or units that were necessary and required for the Project. County's Construction Contractor submitted such claims for extra and additional compensation to the County in the form a Change Event 68 in the amount of \$37,420.35, Change Event 69 in the amount of \$178,869.75 and Change Event 70 in the amount of \$239,794.65.

LA, thereafter, disputed and denied Construction Contractor's Change Events 68, 69 & 70 and asserted the Contract Documents required the Construction Contractor to adequately review the plans and specifications for the Project prior to submitting its bid/proposal and required the Construction Contractor to provide the better quality or greater quantity of work that may be required for the Project, all of which was disputed by the Construction Contractor.

County and the Construction Contractor have agreed to amicably settle the Construction Contractor's claims in relation to the above-mentioned Change Events 68, 69 & 70. LA has reduced the additional services fee for the Additional Services set out herein by \$10,000.00 as consideration for County's agreement hereunder to release of LA from any claims, causes of action, damages, costs, and expenses arising out of or relating to the Construction Contractor's requests for additional compensation and time extensions in relation to Construction Contractor's Change Events 68, 69 & 70. Nothing in this agreement is to be construed as an admission of wrongdoing or liability by either County or LA and the agreement and release set out under this Section IV. reflects a compromise of a disputed claim.

V. Terms of Agreement Control and Extent of Supplemental Agreement No. 5

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.

VI. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 5, 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: July 8, 2020

COUNTY:

Williamson County, Texas

By: Valerie Covey

~~Bill Gravett, Jr.,~~ Valerie Covey
County Judge Commissioner Pet 3

Date: July 14, 2020