



**SUPPLEMENTAL AGREEMENT NO. 1
TO
AMENDED AND RESTATED AGREEMENT FOR PLANNING, DESIGN &
ENGINEERING SERVICES**

PROJECT: **Berry Springs Park Improvements** ("Project")

PLANNER/ LANDSCAPE

ARCHITECT: **Halff Associates, Inc.** ("A/E")
James Hemenes, PLA, ASLA, CPRE
Director of Landscape Architecture
13620 Briarwick Drive, Suite 100
Austin, TX 78729

COUNTY'S DESIGNATED

REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Amended and Restated Agreement for Planning, Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Amended and Restated Agreement for Planning, Design and Engineering Services** being dated effective **December 8, 2021** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **revise the potable water service plans by removing the service connection to the Jonah Water Special Utility District to the southeast of project and adding a service connection to the Georgetown Utility System to the north of project**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in **Attachment A – Scope of Additional Services** (referred to herein as “Additional Services”).]

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Sixteen Thousand, Seven Hundred Eighty-Six Dollars (\$ 16,786)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES


A/E hereby agrees to provide the Additional Services by or before **February 13, 2025**, detailed in **Attachment C – Production Schedule**.

ARTICLE 4 TERMS OF AGREEMENT & 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, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Halff Associates, Inc.

By: 
Signature

M. James Hemenes
Printed Name

Director of Landscape Architecture
Title

Date Signed: 02/21/2024

COUNTY:
Williamson County, Texas

By: 
Signature

Bill Gravell
Printed Name

County Judge
Title

Date Signed: Mar 8, 2024

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

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

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

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Attachment C – Production Schedule**.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

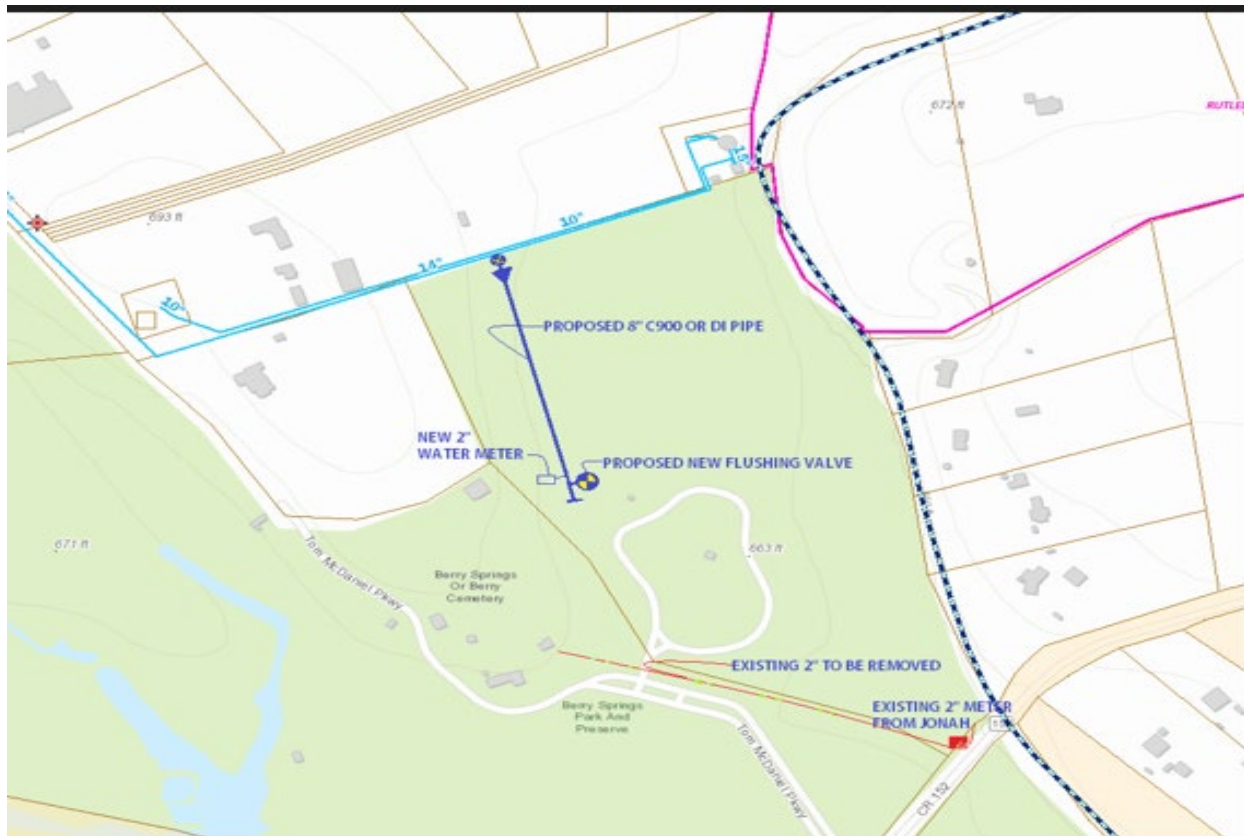
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Berry Springs Park
1801 CR 152
Georgetown, TX

P559



Design a new water supply connection to City of Georgetown services.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phases I-III – SCHEMATIC DESIGN THRU CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Develop plans and specifications, which indicate materials, construction methods and buildings systems.
- A. Consult freely with County concerning the principal phases of the work immediately

advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

- B. Prepare a cost estimate comparison of capital investment and operational costs between the water supply options to the park.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- B. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- C. Receive and respond to permitting comments by the local jurisdiction having review authority.
- D. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V-VII – CONTRACT BIDDING THRU PROJECT CLOSE-OUT

See Phases V-VII of Exhibit A of existing Agreement.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:		\$ 16,786	100%
100%	Halff Associates, Inc.	\$ 16,786	
Phases I-III - SCHEMATIC THRU CONSTRUCTION DOCUMENTS		\$ 13,429	80%
	Halff Associates, Inc.	\$ 13,429	
Phase IV - REGULATORY REVIEW AND PERMITS		\$ 3,357	20%
	Halff Associates, Inc.	\$ 3,357	
Phase V-VII - CONTRACT BIDDINGTHRU PROJECT CLOSE-OUT		\$ -	0%
	Halff Associates, Inc.	per existing Agreement	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Three Hundred Forty-Five (345) calendar days** from the date of this Supplemental Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be **two (2)** calendar days.

Supplemental Agreement Execution Date

03/05/24

Phase I-II - SCHEMATIC DESIGN THRU DESIGN DEVELOPMENT

Previously Accomplished

Phase III - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	03/19/24
County written authorization to proceed to next phase	03/22/24

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	03/25/24
Plans submittal to City	03/25/24
Construction Permits received from City	04/24/24

Phase V - BIDDING, AWARD, AND EXECUTION

Previously Accomplished

Phase VI - CONSTRUCTION ADMINISTRATION ☐

Contractor Notice to Proceed	02/12/24
Construction Substantial Completion	12/15/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/14/25
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All services shall be complete on, or before:

02/13/25