



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

**PROJECT:** Brushy Creek Trail Extension Along Hairy Man Rd. ("Project")

**PLANNER/ LANDSCAPE  
ARCHITECT/ ARCHITECT/  
ENGINEER:**

**RVE, Inc. dba RVI Planning + Landscape Architecture** ("A/E")  
Peter Dufrene, Associate Principal  
1611 W. 5<sup>th</sup> St., Suite 175  
Austin, TX 78703

**COUNTY'S DESIGNATED  
REPRESENTATIVE:**

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

**THIS AMENDMENT NO. 1** to **Agreement for Planning, Design and Engineering Services** ("Amendment No. 1") is 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 that certain **First Amended and Restated Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective **August 31<sup>st</sup>, 2023**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

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

**WHEREAS**, the parties wish to amend the Fee Schedule under **Exhibit B** and the Production Schedule under **Exhibit C** of the Agreement to reduce the original scope of work based on the lack of federal grant money; and,

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

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

**I. Amendment to Exhibit B – Fee Schedule**

**Exhibit B – Fee Schedule** of the Agreement shall be amended and supplanted by the attached **Exhibit B** which is incorporated herein by reference.

**II. Amendment to Exhibit C – Production Schedule**

**Exhibit C – Production Schedule** of the Agreement shall be amended and supplanted by the attached **Exhibit C** which is incorporated herein by reference.

**III. Terms of Agreement Control and Extent of Amendment No. 1**

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.

**IV. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

**A/E:**

RVE, Inc. dba RVI Planning +  
Landscape Architecture

By: Chris Lalich  
Signature

Chris Lalich  
Printed Name

Vice President of Operations  
Title

Date Signed: 04/17/24

**COUNTY:**

Williamson County, Texas

By: Bill Gravell  
Bill Gravell (Apr 23, 2024 10:51 CDT)

Bill Gravell  
Printed Name

County Judge  
Title

Date Signed: Apr 23, 2024

## EXHIBIT B

### FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

**\$ 797,469** 100%

29%	<b>RVi</b> (Landscape Architect)	\$ 228,462
49%	<b>Pape-Dawson</b> (Civil)	\$ 392,680
9%	<b>Inland Geodetics</b> (Surveyor)	\$ 69,867
1%	<b>Bay</b> (MEP)	\$ 11,300
7%	<b>Cambrian</b> (Environmental)	\$ 56,400
0%	<b>Jim Rogers</b> (Parks Consultant)	\$ 3,000
4%	<b>HVJ</b> (Geotechnical)	\$ 32,260
0%	<b>Altura</b> (RAS)	\$ 3,500

Note: As of the date of this Amended and Restated Professional Services Agreement, **Phases I-IV** have been completed in their entirety while **Phase V** is underway. The Basic Fee includes those fees previously paid to A/E by County under the Original Agreement in the amount of **\$300,914.31**.

<b>Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT*</b>		<b>\$ 16,515</b>
	RVi (Landscape Architect)	\$ 13,905
	Pape-Dawson (Civil)	\$ 2,610
	Inland Geodetics (Surveyor)	\$ -
	Bay (MEP)	\$ -
	Cambrian (Environmental)	\$ -
	Jim Rogers (Parks Consultant)	\$ -
	HVJ (Geotechnical)	\$ -
	Altura (RAS)	\$ -
<b>Phase IV - SCHEMATIC DESIGN*</b>		<b>\$ 147,931</b>
	RVi (Landscape Architect)	\$ 27,934
	Pape-Dawson (Civil)	\$ 48,430
	Inland Geodetics (Surveyor)	\$ 62,867
	Bay (MEP)	\$ 1,200

Cambrian (Environmental)	\$	4,500	
Jim Rogers (Parks Consultant)	\$	3,000	
HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	-	
<b>Phase V - DESIGN DEVELOPMENT (60%)</b>	<b>\$</b>	<b>310,789</b>	<b>39%</b>
RVi (Landscape Architect)	\$	47,959	
Pape-Dawson (Civil)	\$	169,270	
Inland Geodetics (Surveyor)	\$	7,000	
Bay (MEP)	\$	2,400	
Cambrian (Environmental)	\$	51,900	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	32,260	
Altura (RAS)	\$	-	
<b>Phase VI+VII - REGULATORY REVIEW &amp; CDs (100%)</b>	<b>\$</b>	<b>176,234</b>	<b>22%</b>
RVi (Landscape Architect)	\$	45,584	
Pape-Dawson (Civil)	\$	122,250	
Inland Geodetics (Surveyor)	\$	-	
Bay (MEP)	\$	4,900	
Cambrian (Environmental)	\$	-	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	3,500	
<b>Phase VIII - BIDDING, AWARD, AND EXECUTION</b>	<b>\$</b>	<b>26,680</b>	<b>3%</b>
RVi (Landscape Architect)	\$	18,800	
Pape-Dawson (Civil)	\$	7,880	
Inland Geodetics (Surveyor)	\$	-	
Bay (MEP)	\$	-	
Cambrian (Environmental)	\$	-	
Jim Rogers (Parks Consultant)	\$	-	
HVJ (Geotechnical)	\$	-	
Altura (RAS)	\$	-	

<b>Phase IX - CONSTRUCTION ADMINISTRATION</b>	<b>\$ 108,320</b>	<b>14%</b>
RVi (Landscape Architect)	\$ 63,280	
Pape-Dawson (Civil)	\$ 42,240	
Inland Geodetics (Surveyor)	\$ -	
Bay (MEP)	\$ 2,800	
Cambrian (Environmental)	\$ -	
Jim Rogers (Parks Consultant)	\$ -	
HVJ (Geotechnical)	\$ -	
Altura (RAS)	\$ -	
<b>Phase X - PROJECT CLOSE-OUT</b>	<b>\$ 11,000</b>	<b>1%</b>
RVi (Landscape Architect)	\$ 11,000	
Pape-Dawson (Civil)	\$ -	
Inland Geodetics (Surveyor)	\$ -	
Bay (MEP)	\$ -	
Cambrian (Environmental)	\$ -	
Jim Rogers (Parks Consultant)	\$ -	
HVJ (Geotechnical)	\$ -	
Altura (RAS)	\$ -	

## EXHIBIT C

### PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Amended Agreement within **Seven Hundred Fifty ( 750 ) calendar days** from the date of this Amended 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 target dates.  
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

09/05/23

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**Phase I +II+III - PRE-DESIGN AND TRAIL ALIGNMENT✱**

**COMPLETE**

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**Phase IV - SCHEMATIC DESIGN**

**COMPLETE**

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**Phase V - DESIGN DEVELOPMENT**

60% Plans, Specifications and Estimate deliverables	06/12/24
County written authorization to proceed to next phase	07/03/24

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**Phase VI+VII - REGULATORY REVIEW & CONSTRUCTION DOCUMENTS**

Complete Plans, Specifications and Estimate deliverables	10/31/24
Regulatory Clearances Received	11/25/24
County written authorization to proceed to next phase	12/12/24

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**Phase VIII - BIDDING, AWARD, AND EXECUTION**

Permitted Plans and Specifications and Estimate deliverables to County	12/19/24
County advertises project for Bid	01/02/25
Contract Award	02/03/25

**Phase IX - CONSTRUCTION ADMINISTRATION**

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Contractor Notice to Proceed	02/10/25
Construction Substantial Completion	02/06/26

**Phase X - PROJECT CLOSE-OUT**

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Record Documents deliverables	03/09/26
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All services shall be complete on, or before:

**03/31/26**