

EXHIBIT

"A"

**SUPPLEMENTAL AGREEMENT NO. 1
TO "CITY OF ROUND ROCK AGREEMENT
FOR DELL DIAMOND SUPPORT POLE FABRICATION AND
INSTALLATION FOR BACKSTOP NETTING WITH
GAME COURT SERVICES, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

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COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

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§

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Dell Diamond Support Pole Fabrication and Installation for Backstop Netting with Game Court Services, Inc.," called "Supplemental Agreement No. 1," is made by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called the "City" and **GAME COURT SERVICES, INC.** whose offices are located at 10901 Circle Drive, Austin, TX 78736, hereinafter called the "Services Provider."

WHEREAS, the City and Services Provider previously executed the referenced "City of Round Rock Agreement for Dell Diamond Support Pole Fabrication and Installation for Backstop Netting," hereinafter called the "Agreement" in the amount of \$48,800.00; and

WHEREAS, the City desires to amend the Scope of Services and Contract Amount to add additional services and costs; and

WHEREAS, it is necessary to amend the Scope of Services and increase the Contract Amount provided in the Agreement by \$28,793.00 to a total of \$77,593.00 as set forth herein;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Services Provider agree that said Agreement is amended and supplemented as follows:

I.

Section 4.01 of the Agreement is hereby amended to read as follows:

4.01 SCOPE OF SERVICES

Services Provider shall satisfactorily provide all goods and complete all services described in the Service Provider's Proposal, Exhibit "A" of the Agreement, and the Addendum to Exhibit "A," attached hereto and incorporated herein.

This Agreement and this Supplemental Agreement No. 1 shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all deliverables and services described in Exhibit "A" of the Agreement and the attached Addendum to Exhibit "A" within the contract term specified. A further change in the Scope of Services must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement.

II.

Section 5.01 of the Agreement is hereby amended to read as follows:

5.01 CONTRACT AMOUNT

In consideration for deliverables and services related to the deliverables, the City agrees to pay Services Provider **Forty-Eight Thousand Eight Hundred and No/100 Dollars (\$48,800.00)** in accordance with Exhibit "A" of the Agreement plus an additional **Twenty-Eight Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$28,793.00)** in accordance with the attached Addendum to Exhibit "A," for a total not-to-exceed amount of **Seventy-Seven Thousand Five Hundred Ninety-Three and No/100 Dollars (\$77,593.00)** for the goods and services set forth in Exhibit "A" of the Agreement and the Addendum to Exhibit "A."

III.

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.


[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Services Provider have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

GAME COURT SERVICES, INC.

By: 
Printed Name: David Henderson
Title: President
Date Signed: 4-20-21

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

Addendum to Exhibit "A"

Agreement between the City of Round Rock and Game Court Services, Inc. for the Pole Fabrication and Installation for Backstop Netting at the Dell Diamond Supplemental Agreement No. 1

1. Powdercoat (2) Netting Posts- Replaced the original Benjamin Moore Ultra Spec Paint due to increased durability and low maintenance.

Description	Cost
Powder Coat Materials	\$4,079.00
Additional Freight	\$1,821.00
Deduction of Paint Costs	\$(2,400.00)
Total	\$3,500

2. Wall Footing -Saw Cut and Pour Back- Adjustment

Sawcut existing wall footing and pour back concrete to accommodate piers for new backstop netting posts.

The wall footings change was discovered after test holes were dug and uncovered sheet concrete about 16" below the warning track surface. This requirement was not identified in the original bid process. After discovering this issue, the City's Engineer's Dunaway Associates were consulted, and the original 1999 construction documents were located. Drawings from those 1999 plans were received by Game Court.

However, the plans from 1999 mentioned above only showed the footings to be 12" or 18" thick –The actual size of the footings is 25 - 32" thick rather than the 12-18" shown on the plans.

Description	Cost
Material	\$879.00
Labor	\$7,124.00
Equipment	\$250.00
Total	\$8,253

3. Specification changes due to the requirement for an extra large footing and groundwater mitigation at the Dell Diamond.

- DuraDeck rental – Needed to protect natural grass surface beyond the stacked plywood.
- A-1 Coring –Concrete footers were 25" and 32" thick rather than the 12-18" that the plan showed. Three extra days required to complete work.
- Game Court Labor Cost – All-inclusive costs of having the project manager and two assistants working on the project and in town for the extra 4-5 days.
- Added Concrete – Due to the groundwater issues an extra concrete delivery was required.
- Two Extra Days of Forklift Rental
- Two Extra Days of Buggy Rental
- Alliance Geotech extra testing and inspections – for additional inspection.

Addendum to Exhibit "A"

Description	Cost
DuraDeck Rental	\$3,769.00
A-1 Coring	\$5,580.00
GCS Labor	\$3,600.00
Additional Concrete	\$1,146.00
Two extra days of Forklift rental	\$1,450.00
Two extra days of Buggy rental	\$570.00
Alliance Geotech extra testing & inspections	\$925.00
Total	\$17,040.00

Summary

Description	Cost
1. IFB 20-029 Original Contract Amount	\$48,800.00
2. Powdercoat (2) Netting Posts	\$3,500.00
3. Wall Footing -Saw Cut and Pour Back-Adjustment	\$8,253.00
4. Extra-large footing and groundwater mitigation at the Dell Diamond.	\$17,040.00
Revised Contract Amount	\$77,593.00