

**EXHIBIT**

**"A"**

**SUPPLEMENTAL AGREEMENT NO. 2 TO  
"CITY OF ROUND ROCK AGREEMENT FOR ARCHITECTURAL SERVICES"  
FOR CITY OF ROUND ROCK PUBLIC LIBRARY PROJECT  
WITH  
PGAL, INC.**

**CITY OF ROUND ROCK**

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**STATE OF TEXAS**

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**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

§

**COUNTY OF TRAVIS**

§

**FIRM:** PGAL, Inc.

**ADDRESS:** 2020 LBJ Freeway, Suite 1220, Dallas, Texas 75234

This Supplemental Agreement No. 2 to "City of Round Rock Agreement for Architectural Services" for City of Round Rock Public Library Project is made by and between the City of Round Rock, Texas (hereinafter referred to as the "City"), and PGAL, Inc. (hereinafter referred to as "Architect").

**WHEREAS**, the City and Architect executed the referenced Agreement (hereinafter referred to as the "Agreement") on January 25, 2018 for provision of professional architectural services and design services related to the following:

Construction of a new City of Round Rock Public Library. Professional services for this Project shall include, but not be limited to, Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Observation.

**WHEREAS**, the City and Architect also executed accompanying Supplemental Agreement No. 1 on the same date; and

**WHEREAS**, it has now become necessary to execute Supplemental Agreement No. 2 to add new services to the Scope of Services, said services relating to an expanded scope of services and to add new fees relating thereto;

**NOW, THEREFORE**, premises considered, the City and Architect agree that said Agreement is amended as follows:

**I.**

The Scope of Services shall be amended as set forth in the attached Amended Exhibit "A." incorporated herein by reference for all purposes.

**II.**

Section 1.1.2.4 of the Agreement shall be amended by addition of the following:

The Fee Schedule relative to this Agreement shall show:

- (1) An increase for Professional Services in the amount of **\$321,780.00** to the not-to-exceed amount of \$2,553,000.00, for a new not-to-exceed amount of **\$2,874,780.00**, and such increase is in payment for the amended Scope of Services by this Supplemental Agreement No. 2; and
- (2) An increase for Reimbursable Expenses in the amount of **\$5,000.00** to the not-to exceed amount of \$85,000.00, for a new not-to exceed amount of **\$90,000.00**, and such increase is a result of the amended Scope of Services by this Supplement Agreement No. 2.

**IN WITNESS WHEREOF**, the City and Architect have executed this Supplemental Agreement No. 2 in duplicate originals.

**CITY OF ROUND ROCK, TEXAS**

**PGAL, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: JEFF D. BULLIN  
Printed Name: JEFF D. BULLIN III  
Title: Principal  
Date Signed: 6/24/2019

**FOR CITY, ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

# Amended Exhibit "A"

May 31, 2019

## Change in Services Amendment No. 01 - New Site CITY OF ROUND ROCK PUBLIC LIBRARY

This Additional Services Agreement is made as of the date above between **PGAL** (the "Architect") and the **City of Round Rock** (the "Client") for the **City of Round Rock Public Library** (the "Project").

This Additional Services Agreement incorporates the additional project scope and services of the Architect described herein into the Agreement Between Client and Architect dated January 25, 2018 for this project (hereinafter referred to as the "Original Agreement").

### 1.0 ADDITIONAL PROJECT SCOPE

The Project included the following scope:

- 1.1** Provide design services for the same project scope except on a new site known as the "Johnson Tract", one block north of the existing Library, bounded by N. Lampasas, E. Austin, N. Shepard and E. Liberty Streets.
- 1.2** This required a repeat of the Schematic Design Phase services already completed for the original N. Mays Street site.

### 2.0 ARCHITECTURAL SERVICES INCLUDED

The following services are included in this Additional Services Agreement:

- 2.1** The design services are adjusted to provide substantially the same scope and deliverables for this new site as described in the Original Agreement, except for a few differences in the Civil Engineering scope.
- 2.2** "Attachment A - 2P Consultants Civil & Surveying Proposal for New Site 05-31-19", attached, shall replace "Attachment A" to the Original Agreement.

### 3.0 PROFESSIONAL FEES

- 3.1** For the services described herein, the Client shall compensate the Architect as follows:

Services	SD Phase	DD Phase	CD Phase	Subtotals
Arch'l, Structural & MEP	\$256,780	0	0	\$256,780
Civil Eng. & Surveying	\$32,000	(4,000)	500	\$28,500
Landscape Architecture	\$28,500	0	0	\$28,500
Technology Consulting	\$5,000	0	0	\$5,000
Cost Estimating	\$3,000	0	0	\$3,000
<b>Total Additional Fees</b>				<b>\$321,780</b>

- 3.2** The following updates the Memorandum of Understanding dated February 16, 2018, regarding the Fee Schedule for future amounts to be paid:

<b>Revised Fee Schedule</b>	<b>Subtotal</b>
Schematic Design	\$325,280
Design Development	\$619,625
Construction Documents & Bidding	\$873,575
Construction Administration	\$498,900
Project Closeout	\$124,725
<b>Total Fee</b>	<b>\$2,442,105</b>
Owner Design Contingency	\$100,000
Reimbursable Expenses	\$90,000
<b>Grand Total</b>	<b>\$2,632,105</b>

#### **4.0 REIMBURSABLE EXPENSES**

- 4.1** Reimbursable Expenses shall be increased by \$5,000 to a not-to-exceed maximum of \$90,000.

#### **5.0 MISCELLANEOUS**

- 5.1** The proposed Project Schedule is as follows:

Schematic Design for New Site:	3 months
Design Development:	4 months
<u>Construction Documents:</u>	<u>9 months</u>
Total Design:	16 months

- 5.2** Unless otherwise stated herein, the terms and conditions of the Original Agreement shall prevail.
- 5.3** This Change in Service will be referenced and invoiced as "Amendment No. 01 – New Site".

#### **AUTHORIZATION:**

If this Proposal is acceptable, please sign below and return one copy to PGAL.

**PGAL**

**City of Round Rock**

*JEFF D. BULLA*

Signature:

Signature

Jeff D. Bulla, AIA, LEED AP  
Principal

Date