EXHIBIT
"A"

SUPPLEMENTAL AGREEMENT NO. 1 TO "CITY OF ROUND ROCK AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES RELATED TO THE SOUTH MAYS GATEWAY ENHANCEMENT PROJECT WITH STUDIO | 16:19, LLC"

CITY OF ROUND ROCK	§	
	§	
STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	
COUNTY OF WILLIAMSON	§	

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for Landscape Architectural Services related to the South Mays Gateway Enhancement Project with Studio | 16:19, LLC," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City") and Studio | 16:19, LLC, whose offices are located at 1717 North IH-35, Suite 308, Round Rock, Texas 78664 (hereinafter referred to as "Consultant").

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Landscape Architectural Services related to the South Mays Gateway Enhancement Project," hereinafter called the "Agreement" on December 7, 2018; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the scope of services and to increase the compensation by \$103,937.00 to \$127,087.00;

NOW THEREFORE, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement, the City and Consultant agree as follows:

I.

Section 2.0 PROPOSAL FOR SERVICES shall be amended as follows:

For the purposes of this Agreement, the City agrees to furnish the Consultant the information set forth and appended to this Agreement as Exhibit "A" and the Addendum to Exhibit "A" titled "City Services," incorporated here in by reference for all purposes. For purposes of this Agreement Consultant issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "B" and the Addendum to Exhibit "B" titled "Scope of Services," incorporated herein by reference for all purposes.

Section 3.0 SCOPE OF SERVICES shall be amended as follows:

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" and the Addendum to Exhibit "B."

Consultant shall perform the Scope of Services in accordance to the Work Schedule set forth in Exhibit "C" and the Addendum to Exhibit "C," attached hereto and incorporated herein for all purposes.

III.

Section 4.0 LIMITATIONS TO SCOPE OF SERVICES shall be amended as follows:

Consultant's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "B" and the Addendum to Exhibit "B."

IV.

Section 5.0 CONTRACT AMOUNT shall be amended as follows:

Not-to-Exceed Fee: In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not to exceed Twenty-Three Thousand One Hundred Fifty and No/100 (23,150.00) plus an additional One Hundred Three Thousand Nine Hundred Thirty-Seven and No/100 (\$103,937.00) added by this Supplemental Agreement No. 1, for a total not-to-exceed amount of One Hundred Twenty-Seven Thousand Eighty Seven and No/100 Dollars (\$127,087.00), in accordance with Exhibit "D" and the Addendum to Exhibit "D," entitled "Fee Schedule," which document is attached hereto and incorporated herein by reference for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B" and the Addendum to Exhibit "B."

 \mathbf{V} .

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

[Signatures on the following page.]

IN WITNESS WHEREOF, the City and Consultant 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	STUDIO 10:19, LLC					
By: Printed Name: Title: Date Signed:	By: Printed Name: Brent A. Baker Title: MANAGING PRINCIPAL Date Signed: 02.24.2020					
ATTEST:						
By: Sara L. White, City Clerk						
FOR CITY, APPROVED AS TO FORM:						
By: Stephan L. Sheets, City Attorney						



EXHIBIT A

Round Rock S. Mays Gateway Enhancements CITY SERVICES

A.1. Information

The Client shall provide available data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client. Available data is including, but not limited to, ALL Project information, prior work/ studies, boundary surveys, tree surveys, AutoCAD base files, reports (geological, geotechnical, &/or environmental), and any other related items requested by the Consultant.

A.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the Consultant's familiarity with the construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

A.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Consultant Services.

A.4 Project Permit and Review Fees

Permit & Agency Review Fees are NOT included in Consultant Compensation. The Client shall pay ALL permit & agency review fees, if required, to secure jurisdictional approvals for the Project.

A.5 Engineering Review & Support

Transportation Engineering Design/ Review is NOT included in Consultant Scope and/or Compensation. The Client shall provide internal resources/ support for the Consultant shall these services become required to secure approvals for the Project or issue a supplemental agreement for Consultant to secure these services on behalf of the for this Project.

The Client shall provide, if required, coordination and support to Consultant with application and submittal of a Small Site Notice & Notice of Intent (NOI) for compliance with TCEQ requirements if required for the Project.



EXHIBIT B

Round Rock S. Mays Gateway Enhancements PLANNING & LANDSCAPE ARCHITECTURE SERVICES

This Supplemental Number 01 is made effective upon execution of this Agreement under the terms and conditions established in the PROFESSIONAL CONSULTING SERVICES AGREEMENT, effective <u>December 07</u>, 2018 by and between studio16:19, LLC, (the "Consultant") and City of Round Rock Texas (the "Client"), and S. Mays Gateway Enhancements (Nash to Hesters Crossing) – Round Rock, TX (the "Project"). This Supplement is made for the Scope of Work as identified in "EXHIBIT B", herein and supersedes all other agreements pertaining to this Project, either written or oral.

B.1. Standard of Care

Landscape Architectural & Planning Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of this Project.

B.2. Scope of Supplemental Services

Consultant Services to be provided under this Agreement are:

PRIORITY RANKING: TIER 1B

- In collaboration with the Client, the Consultant will provide landscape architecture and planning services for the Project.
- The Consultant will utilize the scope of work and deliverables from the Preliminary Vision Phase including the following:
 - o Preliminary Visioning Package South Mays Gateway Enhancements (Mar 2019)
 - o Preliminary Visioning Priority Ranking Matrix (Jun 2019)
 - o Priority Ranking Budget Development (Tier 1 & Tier 2 July 2019)
 - o Priority Ranking Budget Refinement (Tier 1B Dec 2019)

to further develop schematic/ design development plans for the "kit-of-parts" for the items identified below for the gateway corridor enhancements for the proposed Project limits within the CORR R.O.W from Nash Street to Hester's Crossing along the S. Mays Corridor:

ITEM#	ITEM DESCRIPTION		APPROX QUAN	UNIT
1.0	Bus Stops (enhanced pedestrian respite from elements)		5	EA
2.0	Screen Ground Mounted Utilities w/ Art Screen and/or Landscape Plantings	İ	19	EA
3.0	Provide Enclosed Dumpster Screens	PPP	11	EA
4.0	Replace Dilapidated Wood Fence(s) at ROW (various locations)	PPP	200	LF
5.0	A Gateway Entrance Feature @ Hester's Crossing including hardscape, public art, and landscape planting elements - (a shift from TIER 2)		1	LS
6.0	Remove Damaged Trees under power lines (various locations)		63	EA
7.0	Provide New Overhead Utility compatable Shade Trees in R.O.W.		85	EA
8.0	Provide Limestone Column(s) unifying element - (a shift from TIER 2)		32	EA
9.0	Improvements to rear of Renaissance Square: Screen Wall additional w/ Enhanced Landsacpe Plantings	PPP	820	LF



In conjunction with the performance of the foregoing Services, The Consultant shall provide the following submittals/ deliverables/ documents to the Client/ Client's Representative:

SA01_04: Project Management

The Consultant will manage the Project design team activities associated with the Project. The Consultant shall secure resources necessary to produce the Project deliverables and meet the Project schedule. All communications associated with the Project will be directly channeled through the Consultant Project Manager for distribution to the Project team as appropriate. The Consultant's Project Manager will be responsible throughout the Project for Project management and all communications, with the Client's Project Manager. The Consultant also employs a reputable QA/QC process and requires that a portion of every Project budget be dedicated to this explicit service to ensure that the Client receives quality work and a quality product that meets and exceeds their expectation.

SA01_05: Schematic/Design Development (30%)

- The Consultant will create schematic/ design development plans for the "Kit of Parts". The level of design is characterized as 30% complete design plans. The schematic/ design development plans will further define the character of the improvements and essentials of the S. Mays Corridor, including further description of limits, size, shape, form, materials, and finishes. During this Project task the Consultant shall:
 - Conduct preliminary meeting(s) and/or discussions with Client including Predevelopment meeting with City Engineering/ Transportation Services/ Planning Department & DSO as required.
 - Prepare preliminary schematic/ design development plan set drawings. Design will
 utilize acquired survey & subsurface utility data within the defined Project limits as well
 as utilize TxDOT standard specifications supplemented with City of Round Rock details.
 - o Prepare schematic/ design development imagery and graphics of proposed "kit of parts" for the Project elements to compliment schematic/ design development plans.
 - o Participate in two working sessions with City staff.
 - o Refine the Project Budget based Schematic/ Design Development drawing and will coordinate with Client on a final Project Budget for implementation.
 - Review 30% Schematic/ Design Development document and Project budget with Client.

SA01_06: Meetings / Public Engagement

- The Consultant will assist the Client on the following:
 - o Coordination meetings with Client/ public stake-holder designees, and Client/ Staff to discuss, evaluate, and coordinate on the Client's program to ensure the Preliminary Vision Document and Tier Ranking program elements are incorporated in the Schematic/ Design Development documentation. Two (2) meetings are included.



o Formal Presentations of Design Progress & 30% Schematic/ Design Development documentation to Client, public stake-holder designees, Client/ Staff, and/ or Client/ Citizen Leadership. Two (2) meetings are included.

SA01 Task 300: Land Surveying

Land Surveying Services, as required, to be provided by Inland Geodetics, LLC as a subconsultant to the Consultant. The Project Surveyor scope of service shall include the following, but not limited to ROW to ROW plus 15 feet per side along South Mays Street from Hester's Crossing Blvd. to 200 feet north of Nash Street. The topographic design survey and ROW delineation will be further limited to augment and update previous survey work for the City of Round Rock in 2015 as part of the Gattis School Road intersection improvements. The Project will also utilize the ROW delineation surveys performed for the City of Round Rock for the transfer from State of Texas, TxDOT holdings to CORR jurisdiction. This survey will be updated and verified with research and field survey for any changes or additions to the existing ROW condition.

SA01 Task 301: Subsurface Utility Location

- Subsurface Utility Location Services, as required, to be provided by T2 Utility Engineers as a sub-consultant to the Consultant. The Project Subsurface Utility Location Consultant scope of service shall include Quality Level D & Level C for the entire corridor but limit the Quality Level B designation to areas only where intensive subsurface activity is proposed to occur. The quality levels proposed are defined below:
 - Quality Level D Records research of existing subsurface utilities within the Project limits compiled by contacting each utility owner and obtaining their existing facility records.
 QLD mapping is based upon information obtained from record drawings and typically will depict the utility type, ownership, size and material composition.
 - Quality Level C A QLC field investigation of the Project site incorporates the QLD records research and further attempts to depict unobservable subsurface utility features by correlating them with surveyed surface utility features and attributes. QLC mapping typically includes utility type, ownership, size and material composition as indicated by available record information.
 - Quality Level B Incorporates the results of QLC and QLD methods of utility investigation and the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Texas to determine the existence and horizontal position of underground utilities. This activity is referred to as QLB, "Utility Designating". The information obtained in this manner is surveyed to Project control. Two-dimensional (2D) mapping information is obtained from the QLB designating effort.



B.3 Supplemental Services

Supplemental Services are in addition to the Scope of Services identified in Section B.2 and, when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation beyond the Compensation stated below. The following Supplemental Services under this Agreement include but are not limited to:

- ANY Sub-Consultant services not currently identified in Basic Services.
- ANY professional service or task not currently identified in Basic Services.
- Detailed inventory or recordation of existing structures, site surveys, etc. outside of the ROW.
- Development of As-Built Drawings post design/ construction phase services.
- TCEQ coordination and submittal of WPAP for Edwards Aquifer Recharge protection.
- Storm Water Pollution Protection Plan (SWPPP)
- Traffic Impact Analysis
- Flood Plain Studies or Flood Plain Modeling
- Construction Staking
- Storm Water System Modeling
- Geotechnical Construction/ Testing Lab Services
- Environmental Studies
- Governmental Fees & Fiscal
- Preparation & Processing of Waivers, or Variances

B.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

B.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with the standard of care described in section B.1, above.



EXHIBIT C

Round Rock S. Mays Gateway Enhancements WORK SCHEDULE

The Consultant shall complete the scope of services with in approx. <u>6 months</u>, commencing upon the issuance or Notice to Proceed via signed agreement, and receipt of documents to be provided by the Client/Client's Representative as specified in Exhibit A, above.

• Schedule of Anticipate Milestones

	Surveying / Data Collection	60 days
•	Schematic / Design Development – 30%	90 days
-	Public Engagement	60 days

Proposed Project Anticipate Timeline

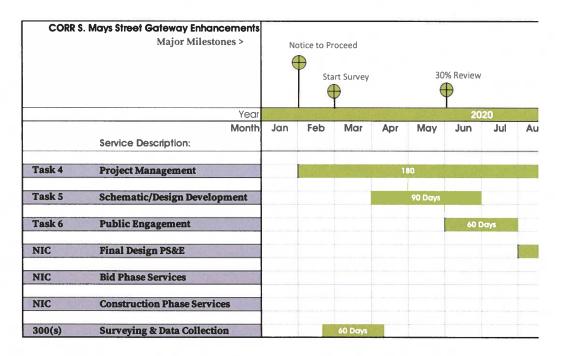




EXHIBIT D

Round Rock S. Mays Gateway Enhancements FEE SCHEDULE

- **D.1** Compensation for the Consultant Services performed under this Agreement shall be paid according to the following, plus Reimbursable Expenses as defined below:
 - REFER to BELOW S. Mays Gateway Enhancements Fee Schedule(s)

Consultant may alter compensation distributions between individual services and/ or subconsultants services to be consistent with the Services actually rendered, within the contract maximum. Supplemental Services when requested by the Client, either written or oral, shall entitle the Consultant to additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

- D.2 Reimbursable Expenses are expenditures made by the Consultant, its employees, and sub-Consultants in the interest of the Project. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional Consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures and will be itemized per Consultant/ Sub-consultant when expensed are present for payment within Monthly invoices.
- **D.3** Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed; and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- D.4 Monthly Payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subchapter B, Chapter 2251. The Client will make every effort to pay the Consultant within thirty days after the later of: acceptance of deliverables; the day of performance of services/ deliverables were completed; or the day of receipt of a correct invoice for deliverables or professional services. At the Consultant's option, overdue payments may be grounds for termination or suspension of services.
- D.5 The Scope of Services to be provided under this Supplemental Agreement has been estimated to be completed within 180 calendar days of the initial NTP. In the event the Project time line is extended, compensation for services rendered after that time period shall be equitably adjusted.
- **D.6** The parties agree to the following provisions with respect to this specific Agreement:
 - o <u>Supplemental Services</u> Current 2020 Rates are as noted herein:

•	Principal Planner/Landscape Architect:	\$:	185.00/hr.
•	Associate Principal Planner / Landscape Architect:	\$:	145.00/hr.
•	Senior Associate Planner:	\$:	115.00/hr.
-	Senior Associate Landscape Architect:	\$:	100.00/hr
•	Associate Planner/ Landscape Architect:	\$	90.00/hr.
•	Staff Planner/ Landscape Designer:	\$	75.00/hr.
•	Administrative	\$	65.00/hr.



EXHIBIT D_1

Round Rock S. Mays Gateway Enhancements FEE SCHEDULE – PRIME CONSULTANT

ALC/AND			HE VAN VEI		A RELLY		Die kom	8 85	N. S. Call		
	studio 16:19 design - collaborate - solve - impact	principal PLA	associate principal PLA	senior associate planner	senior associate designer	associate designer	associate pianner	admin	total hrs / task		al fee / task
SA01_05	Project Management										
total hrs		8	24	0	0	0	0	12	44	\$	5,740
	*										
SA01_06	Schematic / Design Development								200		
total hrs		56	72	96	32	52	64	36	408	\$	46,600
										Control of	
SA01_07	Meetings/ Public Engagement							L = (AA)			
total hrs		12	12	8	0	8	0	8	48	\$	6,080
NIC	Final Design: Plans, Specs, & Estimates (PS&E)				TELES.		0570				
total hrs		0	0	0	0	0	0	0	0	\$	
				Harris .							
NIC	Agency Review / Permitting										
total hrs		0	0	0	0	0	0	0	0	\$	•
NIC	Bid Phase Services					100000		3 4			
total hrs	DIG FILESC SCITICES	0	0	0	0	0	0	0	0	\$	
	** A				2000			le W			
NIC	Construction Phase Services							West	- n. v.		
total hrs		0	0	0	0	0	0	0	0	\$	
TOTAL DDC	DIECT LABOR HOURS :	76	1.08	104	32	60	- CA	**	T	1000	THE PERSON
TOTAL PAC	DECI EMBOR HOURS .	70	106	104	32	60	64	56	500		
Labor Co	st Totals	\$14,060	\$15,660	\$11,960	\$3,200	\$5,100	\$4,800	\$3,64	0		\$58,420
Reimbur	sable Expenses					1				_	\$1,800
SubCons	ultant Expenses										
300	Land Surveyor - (Inland Geodetics)				,						\$28,912
301	Subsurface Utility Locator - (T2 Utility Engineers)										\$14,805
302	Structural Engineering - NIC										\$0
303	MEP Engineering - NIC							avolni			\$0
304	Geotechinal Engineering - NIC										\$0
Total - :	SA01 Soft Cost Budget	K. Daniel				3/02/13				\$1	03,937



EXHIBIT D_2

Round Rock S. Mays Gateway Enhancements FEE SCHEDULE – SUBCONSULTANT - Surveying

8 8 8 8 #of Units TOTAL Reimburseable Fees Include #of Days 0 DAYS **0DAYS** TOTAL Ogi #of Hours OHRS 0 HRS 2000 2000 2000 2000 #of Units TOTAL 3,324.00 2,428.00 1,618.00 454.00 18 HRS 4 HRS Reimburseable Services Include 4 HRS 2HRS 2HRS 2HRS 95 0 HRS OHRS \$156 88 0 HRS OHRS ig ig 22 HRS 79 HRS 6 HRS 16 HRS 2 HRS 1 HRS 2 HRS 40 HRS 8 HRS \$102 THRS THRS 2HRS 2HRS 2HRS 2HRS 8HRS \$140 RPLS 4 HRS 2 HRS \$146 8 HRS М 2HRS 4HRS 24 HRS BHRS \$125 8 \$191 OHRS 8 HRS 8 HRS 8 HRS 242 64 HRS 16 HRS SS SS SS 40 HRS \$148 BHRS CONTACTS AND COORD MARY CNTL RECOVER CONDARY CONTROL MBURSEABLE ITEMS RATE/HOUR TA PROCESSING **ELIVERABLES ELD SURVEY** OW SURVEY

CITY OF ROUND ROCK SOUTH MAYS TOPO/ROW INLAND GEODETICS, LLC



EXHIBIT D₃

Round Rock S. Mays Gateway Enhancements
FEE SCHEDULE – SUBCONSULTANT – Subsurface Utility Engineering

S. Mays Street – Utility Investigation **Prepared for Studio 1619, LLC.**



PROJECT ESTIMATE

T2 proposes to perform this work utilizing our standard rates for a not-to-exceed amount of \$14,805.00 as detailed below in Exhibit "B", Fee Schedule.

	PROJECT	SR. PROJ.	ASST. PROJ.	SUE	SURVEY	CADD	ADMIN	TOTAL
LABOR COSTS	BNGINEER	MANAGER	MANAGER	MANAGER	MANAGER	TECH	CLERICAL	HOURS
	\$200.00	\$165.00	\$125.00	\$110.00	\$165.00	\$90.00	\$75.00	7.50.0
	4200.00	\$100.00	V125.00	\$110.50	¥100.00	₩30.00	975.00	
Records Research				2.0		8.0		10.0
Production/Review of Plan Deliverables	5.0		8.0			32.0		45.0
Survey Production Review/Control Research			0.0			32.0		0.0
Project Meetings / Safety Orientation		1.0		2.0				3.0
Permit Coordination/Acquisition		2.0		4.0				6.0
Contract Administration		2.0					6.0	8.0
							0.0	0.0
SUBTOTAL HOURS	5.0	5.0	8.0	8.0	0.0	40.0	6.0	72.0
SUBTOTAL DOLLARS	\$1,000.00	\$825.00	\$1,000.00	\$880.00	\$0.00	\$3,600.00	\$450.00	
	\$1,000.00	V		\$000.00	\$0.00	\$3,000.00	\$430.00	\$1,133.00
SUBSURFACE UTILITY ENGINEERING COSTS		ΩΤΥ	RATE	UNIT				TOTAL
								7
Designating & GPR Investigation (2-Man Crew & Equipment)		18	\$ 235.00	per hour				\$4,230.00
Field Verification Crew (Quality Level "C") (2-Man Crew & Equipment)		12	\$ 235.00	per hour				\$2,820.00
For field and records verification								
Traffic Control								
Single Lane Closure - Daily Rate (Includes Warning Signs & Cones, Arrow Board, Delivery	& Fickup)		\$ 500.00	each				\$0.00
Single Lane Closure - NIGHT WORK (Includes Warning Signs & Cones, Arrow Board, Deliv	ery & Pickup)		\$ 900.00	each				\$0.00
Single Lane Closure - w/ Ragging (Includes Warning Signs & Cones, Arrow Board, Deliver	y & Fickup)		\$ 1,350.00	each				
Double Lane Closure (& Intersection) - Setup Per Day (Includes Warning Signs & Cones,			\$ 2,450.00	each				\$0.00
Arrow Board, Delivery & Pickup)								
Police Escort (required for lane closures on TxDOT roadways)	I	I	\$ 42.00	hour				\$0.00
SUBTOTAL DOLLARS								\$7,050.00
DIRECT EXPENSES		QTY	COST					TOTAL
Per Diem (Includes Lodging)	<u> </u>		\$ 165.00	per day				\$0.00
Permit / Inspection Fees			\$ 700.00	each		_		\$0.00
SUBTOTAL DOLLARS		_						***
SOBIOTAL DOLLARS								\$0.00
	<u> </u>		<u> </u>	L	TOTAL ESTI	MATER CEC		644.005.0
				7	IVIAL ESTI	MAIEDIE		\$14,805.00