

EXHIBIT
"A"

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND DESIGN SERVICES RELATED TO THE
ROUNDVILLE LANE PROJECT
WITH
STANTEC CONSULTING SERVICES, INC."**

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

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project with Stantec Consulting Services, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Stantec Consulting Services, Inc., hereinafter called the "Consultant."

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project," hereinafter called the "Agreement," on June 9, 2016; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 1 to amend the Scope of Services and increase the fee by an additional Three Hundred Five Thousand Seven Hundred and No/100 Dollars (\$305,700.00) on March 23, 2017 by Resolution No. R-2017-4292; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 2 to further amend the Scope of Services and increase the fee by an additional One Hundred Thirty-Six Thousand Eight Hundred Sixty-Three and 25/100 Dollars (\$136,863.25) on May 5, 2017 by Resolution No. R-2017-4453; and

WHEREAS, the City desires to further amend the Scope of Services to add additional engineering services for the Roundville Lane Project and further increase the fee by an additional Twenty-Seven Thousand Five Hundred Thirty-One and No/100.00 (\$27,531.00); and

WHEREAS, it is necessary to amend the Scope of Services and the Fee of services provided in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, the City and Consultant agree that said Agreement is amended and supplemented as follows:

I.

Section 3.0 of the Agreement is hereby amended to read as follows:

3.0 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit “B” and the attached Addendum to Exhibit “B” titled “Amended Agreement Form.”

II.

Section 5.0 of the Agreement is hereby amended to read as follows:

5.0 CONTRACT AMOUNT

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 ~~**Five Hundred Seventy-Eight Thousand Seven Hundred Sixty-Three and 25/100 Dollars (\$578,763.25)**~~ **Six Hundred Six Thousand Two Hundred Ninety-Four and 25/100 Dollars (606,294.25)**, in accordance with Exhibit “D” entitled “Fee Schedule,” and the attached Addendum to Exhibit “D,” 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 attached Addendum to Exhibit “B” titled “Amendment Agreement Form.”

III.

This Supplemental Agreement No. 3 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 Consultant have executed this Supplemental Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

STANTEC CONSULTING SERVICES, INC.

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

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

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

Proposal No.: PAA16-059-00b
 August 30, 2017, Revision No. 1



AMENDED AGREEMENT FORM

Raba Kistner
 Consultants, Inc.
 8100 Cameron Road, Suite B-150
 Austin, TX 78754
 www.rkci.com

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

Project Name: Roundville Lane, Round Rock, Texas

P 512 :: 339 :: 1745
 F 512 :: 339 :: 6174
 TBPE Firm F-3257

RKCI Proposal No.: PAA16-059-00, dated May 5, 2016

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Update the geotechnical report submission for Roundville Lane Reconstruction RKCI No. AAA16-056-01, July 2017, to incorporate an increased heavy truck traffic load of 25 percent in the pavement analyses of both Roundville Lane and A.W. Grimes. We understand that both roadways will be subject to high volume heavy truck traffic associated with the UPS facility. Furthermore, we understand Roundville Lane should be evaluated in accordance with the City of Round Rock street classifications of Commercial/Industrial Collector and as a Jointed Plain Concrete Pavement (JPCP) with 6 ft X 6 ft concrete panels. A.W. Grimes should be evaluated as a Major Arterial. Consideration should be given to the design life of the existing pavement while incorporating a bonded or unbonded concrete pavement overlay that will extend the service life of the existing pavement and also accommodate an increase heavy truck traffic load of 25 percent.

Our engineering pavement analyses will be conducted and an updated report will be issued with our findings.

ADDITIONAL LUMP SUM COST:	\$ 3,600.00
ORIGINAL LUMP SUM COST:	\$ 6,400.00
TOTAL LUMP SUM COST:	\$ 10,000.00

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	DATE:	8.30.17
PRINTED NAME:	Mr. Arnold Gonzales, Jr.		
COMPANY NAME:	Stantec Consulting Services, Inc.		
COMPANY ADDRESS:	221 West Sixth Street, Suite 600		
CITY, STATE, ZIP:	Austin, Texas 78701		
PHONE NUMBER:	512-328-0325	FAX NUMBER:	
E-MAIL:	Arnold.Gonzales@stantec.com		

RABA KISTNER CONSULTANTS, INC.

Yvonne Garcia Thomas, P.E.
 Geotechnical Engineering Manager

Gabriel Ornelas, Jr., P.E., PMP
 Vice President

YGT/GO: tlc
 Copies Submitted: Above (1)



Exhibit D Fee Schedule

Project Name: Roundville Lane Project (Final Design 60-90-100%)

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Surveying	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 2: Geotechnical	10	\$360.00	\$0.00	\$3,600.00	\$3,960.00
Task 3: Public outreach and concept design development	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 4: Preliminary design/ 30% plans	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 5: Final Design (60%, 90%, 100% plans)	155	\$20,297.00	\$0.00	\$0.00	\$20,297.00
Task 6: Bid Phase Services	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 7: Construction Phase Services	25	\$3,274.00	\$0.00	\$0.00	\$3,274.00
Task 8: Project Management	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 9: Reimbursables	0	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL:	190	\$23,931.00	\$0.00	\$3,600.00	\$27,531.00

Note:

8/30/2017 Amended Geotechnical Services