

EXHIBIT

“A”

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

**SUPPLEMENTAL CONTRACT NO. 5
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: HALFF ASSOCIATES, INC. (“Engineer”)

ADDRESS: 13620 Briarwick, Suite 100, Austin, TX 78729

PROJECT: Wyoming Springs Segment 1

This Supplemental Contract No. 5 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and Halff Associates, Inc., hereinafter called the “Engineer.”

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract,” on the 22nd day of August, 2019 for the Wyoming Springs Segment 1 Project in the amount of \$546,776.54; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on January 14, 2021 to amend the scope of services and to increase the compensation by \$1,641,846.00 to a total of \$2,188,622.54; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on November 12, 2021 to amend the scope of services and to increase the compensation by \$42,481.75 to a total of \$2,231,104.29; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on October 12, 2023 to amend the scope of services and to increase the compensation by \$398,323.31 to a total of \$2,629,427.60; and

WHEREAS the City and Engineer executed Supplemental Contract No. 4 on July 25, 2024 to amend the scope of services and to increase the compensation by \$98,435.42 to a total of \$2,727,863.02; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$219,814.00 to a total of \$2,947,677.02;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.


III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$219,814.00 the lump sum amount payable under the Contract for a total of \$2,947,677.02, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

HALFF ASSOCIATES, INC.

By: 

Eric J. Ratzman

01/22/2025

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephanie L. Sandre, City Attorney

Date

ADDENDUM TO EXHIBIT A

CITY SERVICES

WYOMING SPRINGS SEGMENT 1 CONSTRUCTION PHASE SERVICES FROM CREEK BEND BLVD / BRIGHTWATER BLVD TO SAM BASS ROAD

The City will furnish to the Engineer the following information and/or perform the following tasks:

- Serve as primary contact for inspection.
- Handle monthly or regular meetings with contractor and review pay applications.
- Manage the contractor and determine when Halff's inspector is needed on site.
- Notify Halff's inspector directly to schedule site visits with as much notification as possible: preferably two weeks and at least 3 days in advance.

ADDENDUM TO EXHIBIT B

ENGINEERING SERVICES

WYOMING SPRINGS SEGMENT 1 CONSTRUCTION PHASE SERVICES FROM CREEK BEND BLVD / BRIGHTWATER BLVD TO SAM BASS ROAD

For the scope of services for this contract, the Engineer shall provide a senior bridge inspector to assist the city with observation described in further detail as follows:

Task 15 – Bridge Construction Observation

PROJECT UNDERSTANDING

- The project consists of the extension of Wyoming Springs Drive from Creek Bend Blvd to Sam Bass Rd. Including improvements on Sam Bass Road and construction of bridges at Brushy Creek and Dry Fork.
- Halff will serve the City of Round Rock (City) to support the project field representative on bridge construction observation and report on observed field conditions and coordinate materials and lab testing with the materials testing lab for quality control.

CONSTRUCTION OBSERVATION SERVICES

Halff will perform construction observation services to observe the construction work for progress and quality, and to assist with the primary goal that the work is proceeding in accordance with the approved plans and specifications. The scope includes:

a. General

- Halff will provide a senior inspector to support bridge construction observation.
- Halff's bridge inspector will perform site visits for an average estimated on-site time of 92 hours per month (average of 2 to 3 days per week) adjusting if the contractor is not working, or weather prohibits construction.

b. Conferences and Meetings

- Halff will attend meetings as directed/requested by the City. Halff, the contractor, and the City inspector are anticipated to attend these meetings.

c. Communications

- Halff will support as the City's representative with the Contractor. Halff will work with the City's authorized representative or designee and assist in providing information regarding the provisions and intent of the Contract Documents.
- Halff will assist in supporting City's Representative with the Contractor when Contractor's operations affect the City's on-site operations.
- Halff will report when clarifications and interpretations of the Contract Documents are needed.

d. Modifications and Deviations from Construction Contract Documents

- Halff will consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report such suggestions.
- Halff will point out deviations observed from the Contract Documents to the City's Representative and will note in the observation report.
- Halff will continue to monitor deviation until the deviation is addressed and resolved. In the event the Contractor fails to address the deviation in a timely manner, Halff shall notify the City.
- Halff, with City approval, may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are consistent with the intent of the contract documents. These minor variations shall be thoroughly noted and documented by Halff.
- Halff will report to City whenever it is believed that any part of the Contractor's work in progress is defective, will not produce a completed Project that generally conforms to the Contract Documents, or will imperil the integrity of the design concept of the completed project as functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the City of what part of work in progress that Halff believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

e. Record Keeping and Reporting

- Halff will prepare a weekly report, recording observed Contractor's and Subcontractors presence at the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions. Site visitors, deliveries of equipment or materials, known weekly activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer of Record (EOR) and City.
- Halff will maintain records to support the preparation Project Documentation.
- Halff will support the preparation of reports as required of progress of the work and of Contractor's compliance with the Progress Schedule and schedule of shop drawings and Sample submittals.

DELIVERABLES

- Site observation reports for documentation of observation activities and construction work activities provided weekly.

ASSUMPTIONS

The following are assumption used in the fee proposal for these services:

- a. Construction of 4 bridges duration of 14 months
- b. Halff's inspector will be needed approximately 50% of the time (2-3 days/week)
- c. No holidays or weekend hours
- d. Travel time to / from the site is billable (unless inspector is being utilized full-time)
- e. Inspector may bill coordination time with City, Contractor, CMT Lab, etc.
- f. Overtime will be billed as straight time (same hourly rate as regular time).

EXCLUSIONS

- Construction materials testing.
- Consultant shall not at any time direct, control, or have any authority over any Contractor's work without prior authorization from City, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work.
- Geotechnical services during construction, including geotechnical borings, materials testing, compaction testing or sieve analysis of any kind.
- Permit Fees, review fees or impact fees.

Halff's Representative shall not:

- Authorize any deviation from the Contract Documents or substitutions of materials or equipment (including "or-equal" items).
- Exceed Limitations of Engineer's authority as set forth in the Contract Documents.
- Undertake any of the responsibilities of Contractor, Subcontractors, or suppliers.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City.
- Accept Shop Drawings or Sample submittals from anyone other than Contractor.

The Engineer will perform the services to be provided under this agreement out of Engineer's office(s) as listed below:

Office Location
Halff Austin (North)
13620 Briarwick Drive
Suite 100
Austin, TX 78729

Sub-Consultants:

None

**ADDENDUM TO EXHIBIT C
WORK SCHEDULE**

CONSTRUCTION PHASE SERVICES

Bridge work:

Begins 12/20/2024 and completed on 3/30/2026

(Based on the schedule submitted by Capital Excavation, subject to change)

ADDENDUM TO EXHIBIT D
FEE SCHEDULE
CONSTRUCTION PHASE SERVICES

Fees to be billed on an hourly not to exceed basis.

TASK 15 – Bridge Observation	\$	219,814.00
TOTAL FEE	\$	219,814.00

Billing Rates

Construction Manager	\$260/hour
Bridge inspector	\$155/hour
Inspector	\$130/hour
Administrative Assistant	\$100/hour
Truck/equipment	\$60/day

**EXHIBIT D SC#5
Detailed Fee Schedule**

Wyoming Springs Design	CEI Manager	Bridge Inspector	Inspector	Admin Assistant	Task Hours	LABOR COSTS	SUB COSTS	DIRECT COSTS	TOTAL
HOURLY RATES	\$260.00	\$155.00	\$130.00	\$100.00					
TASK DESCRIPTIONS									
TASK 15 - Bridge observation									
15.1	14	1276	40	28	1358	\$209,420.00	\$0.00	\$9,240.00	\$218,660.00
TASK 15 SUBTOTAL	14	1276	40	28	1358	\$209,420.00	\$0.00	\$9,240.00	\$218,660.00
TOTAL Estimated Hours	14	1276	40	28	1358				
TOTAL Estimated Fee	\$ 3,640.00	\$ 197,780.00	\$ 5,200.00	\$ 2,800.00		\$209,420.00	\$0.00	\$9,240.00	\$218,660.00
HOURLY RATES	\$260.00	\$155.00	\$130.00	\$100.00					