

EXHIBIT

"A"

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**SUPPLEMENTAL CONTRACT NO. 4
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: ATKINS NORTH AMERICA, INC. ("Engineer")
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Creek Bend Boulevard

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Atkins North America, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 26th day of January, 2012 for the Creek Bend Boulevard Project in the amount of \$179,898.43; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on July 12, 2012 to amend the scope of services and to increase the compensation by \$805,808.42 to a total of \$985,706.85; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on December 14, 2012 to amend the scope of services and to increase the compensation by \$21,570.57 to a total of \$1,007,277.42; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on March 8, 2013 to amend the scope of services and to increase the compensation by \$49,900.00 to a total of \$1,057,177.42; 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 \$160,332.84 to a total of \$1,217,510.26;

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

I.

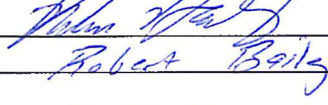
Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$160,332.84 the lump sum amount payable under the Contract for a total of \$1,217,510.26, as shown by the attached Addendum to Exhibit D.

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

ATKINS NORTH AMERICA, INC.

By: 
Robert Bailey
7-19-13

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

PROJECT DESCRIPTION

This Supplemental Contract consists of a geophysical study being done in order to assess the presence of voids and related features along the proposed Creek Bend Blvd alignment from station 11+30 to station 23+25.

TASK 1: SURVEYING – Not Included with this Supplemental

TASK 2: ROUTE STUDY – Not Included with this Supplemental

TASK 3: ENVIRONMENTAL STUDIES

1. Atkins will provide oversight during the geophysics study being performed by Round Rock Geophysics, LLC
2. Round Rock Geophysics, LLC will conduct a geophysical study within the proposed Creek Bend Blvd right-of-way from station 11+30 to station 23+25. The objective of this study is to assess the presence of voids and related features via a noninvasive technique that retains the biological integrity of the subsurface voids. The proposed geophysical method is called seismic refraction tomography, which uses compressional wave (P-wave) and shear wave (S-wave) travel time measurements, thereby creating 2D and 3D images of the subsurface velocity structure.

Data will be collected along seven parallel lines oriented along the proposed alignment of Creek Bend Blvd and spaced approximately 20 feet apart. Each line will have a survey length of approximately 400 feet. There will be a total of 7 shot points per line and a geophone spacing of 5-foot. A land streamer with 8-Hz vertical geophones will be used to collect data. A minimum depth of exploration of 25-35 feet is planned.

The field data will be downloaded and processed using industry standard software packages. The RREG report will include:

- Description of the data acquisition procedures
- Equipments and software used for data collection
- Data quality and site condition
- Data processing procedures
- Results of data processing (2D and 3D displays)
- Interpretation of the final results in terms of characterizing the void and associated features,
- Conclusion and recommendation
- Final site visit would be planned to mark the horizontal dimensions of the void on the surface.

TASK 4: PRELIMINARY DESIGN/30% PLANS – Not Included with this Supplemental

TASK 5: PROJECT MANAGEMENT

1. Subconsultant management and other project management duties.

TASK 6: DIRECT EXPENSES – Not Included with this Supplemental

TASK 7: WATER IMPROVEMENTS – Not Included with this Supplemental

TASK 8: UTILITY LOCATIONS/LAYOUTS – Not Included with this Supplemental

TASK 9: GEOTECHNICAL DESIGN – Not Included with this Supplemental

TASK 10: 60% PLANS – Not Included with this Supplemental

TASK 11: 95% PLANS – Not Included with this Supplemental

TASK 12: 100% PLANS/FINAL SUBMITTAL – Not Included with this Supplemental

NOT INCLUDED WITHIN THIS SCOPE

The following items are not included with this scope. These items, if necessary, would be added to the scope through a supplemental agreement.

1. Subsurface void(s) entry and exploration, biological surveys, and/or surveying and mapping.
2. Coordination with any state or federal agency.

DELIVERABLES

1. Geophysical Study Report

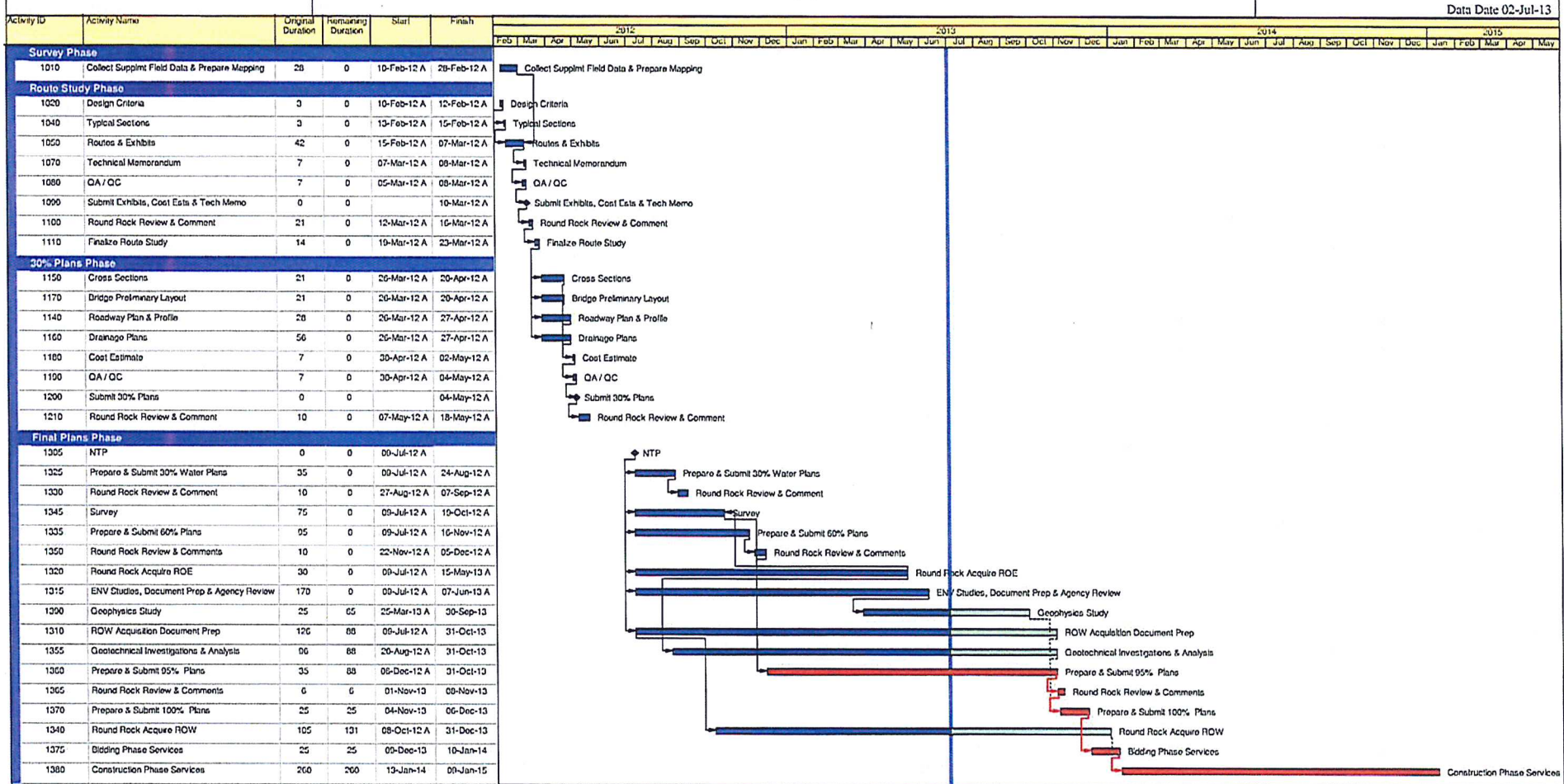
ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

Creek Bend Layout

Creek Bend Blvd Extension Supplemental 4 - Attachment C

Current Date:02-Jul-13



ADDENDUM TO EXHIBIT D
Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Surveying					
Task 2: Route Study	Not performed with this Supplemental Agreement				
Task 3: Environmental Studies	44.0	\$ 7,003.10	\$ -	\$ 149,700.00	\$ 156,703.10
Task 4: Preliminary Design/30% Plans	Not performed with this Supplemental Agreement				
Task 5: Project Management	24.0	\$ 3,629.74	\$ -	\$ -	\$ 3,629.74
Task 6: Direct Expenses	Not performed with this Supplemental Agreement				
Task 7: Water Improvements	Not performed with this Supplemental Agreement				
Task 8: Utility Locations/Layouts	Not performed with this Supplemental Agreement				
Task 9: Geotechnical Design	Not performed with this Supplemental Agreement				
Task 10: 60% Plans	Not performed with this Supplemental Agreement				
Task 11: 95% Plans	Not performed with this Supplemental Agreement				
Task 12: 100% Plans/Final Submittal	Not performed with this Supplemental Agreement				
GRAND TOTAL:	68	\$ 10,632.84	\$ -	\$ 149,700.00	\$ 160,332.84

Overhead Rate = 170.07%
Profit Rate = 12%

Atkins Raw Labor = \$ 3,515.24
Atkins Overhead = \$ 5,978.37
Atkins Profit = \$ 1,139.23
Atkins Total Labor = \$ 10,632.84