

EXHIBIT

“A”

**SUPPLEMENTAL AGREEMENT NO. 1
TO “CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES FOR
DESIGN SERVICES
WITH
HALFF ASSOCIATES, INC.”**

CITY OF ROUND ROCK §
STATE OF TEXAS §
COUNTY OF TRAVIS §
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS:

THIS SUPPLEMENTAL AGREEMENT NO. 1 to “City of Round Rock Agreement for Professional Consulting Services for Design Services with Halff Associates, Inc.,” related to the Heritage Trail West Project, hereinafter called “Supplemental Agreement No. 1,” is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the “City” and Halff Associates, Inc., hereinafter called the “Consultant.”

WHEREAS, the City and Consultant executed the referenced “City of Round Rock Agreement for Professional Consulting Services for Design Services,” hereinafter called the “Agreement,” on July 23, 2015; and

WHEREAS, the City desires to amend the Scope of Services to add additional services for the Heritage Trail West Project, including design, construction documents, specifications, construction observation, and FEMA permitting for trail and parks along Brushy Creek from Chisholm Trail to Mays Street; and

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

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Consultant agree that said Agreement is amended and supplemented as follows:

I.

Section 1.0 of the Agreement is hereby amended to read as follows:

1.0 EFFECTIVE DATE, DURATION, AND TERM

This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect until it expires by operation of the term

indicated herein, or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved in accordance with Section 3.0, which is estimated to be completed no later than December of 2018.

II.

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 Addendum to Exhibit "B."

Consultant shall perform the Scope of Services in accordance with the Tentative Work Schedule set forth in Exhibit "C" and the Addendum to Exhibit "C."

III.

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 ~~Three Hundred Sixty Five Thousand and No/Dollars (\$365,000.00)~~ Four Hundred Fifty-Nine Thousand Eight Hundred and No/100 Dollars (\$459,800.00), in accordance with Exhibit "D" entitled "Fee Schedule," and the Supplemental 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 Addendum to Exhibit "B."

IV.

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures appear 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

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

HALFF ASSOCIATES, INC.

By: Maurice Buccini
Printed Name: Maurice Buccini
Title: DIRECTOR OF PLANNING / TEAM LEAD
Date Signed: 6/26/17

ADDENDUM TO EXHIBIT B: SCOPE OF CONSULTANT'S BASIC SERVICES

General Scope

The purpose of the services proposed herein is to provide professional consulting services necessary for the development of the Heritage Trail West project. It is the Consultants intent to work in effective cooperation with the City to achieve an efficient and acceptable implementation of the project.

Program

In addition to the original scope, Consultant shall provide services as later described for, but not limited to the following general program elements.

- Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) for sections of Brushy Creek later defined.
- Structural support to the eroded bank along the southern bank of Brushy Creek, at the existing pedestrian bridge under IH35.
- Domestic water to service a family restroom located next to the Cantina building along Chisholm Trail Rd.
- Adjust the WPAP to incorporate the Stagecoach Inn and restroom building at the Cantina site.

Basic Services

In addition to the original scope of basic services and above stated general scope and program previously defined, The Consultant will provide: Plans, specifications and OPCC to be included with the Heritage Trail West project.

Task 3: Construction Documents

The Consultant will develop working/construction drawings and technical specifications necessary to construct the work. Construction drawings may include, but not be limited to the following information: structural walls, utilities, grading, drainage, dimension control/layout, erosion/sedimentation/tree protection, site construction details, incorporating Stagecoach Inn building footprint, water line for new restroom building, and electrical details. Consultant shall compliment drawings with Contract Documents and Technical Specifications including quantity take-offs, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate any utility needs and adjustment with the City and utility service provider(s).

- Prepare ninety percent (90%) construction drawings, specifications/project manual and OPCC including appropriate escalation factors and contingencies.
- Review 90% construction drawings, specifications/project manual and OPCC with City.
- Prepare one hundred percent (100%) construction drawings, specifications, reports, permit applications and other documents required for permitting and construction; update OPCC including appropriate escalation factors and contingencies.

*Deliverable quantities to be determined by City, billed as reimbursable expenses.

Opinions of Probable Construction Costs (OPCC)

Opinions of probable construction costs provided by the Consultant are based on the Consultant's familiarity with the construction industry and are provided only to assist the City's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

Task 4: Project Design Survey

The Consultant shall include the following services:

- Conduct horizontal and vertical control survey on State Plane Grid and North American Vertical Datum of 1988, NAVD88
- A topographic survey with one-foot contours of the eroded bank under the IH-35 pedestrian bridge and survey ordinary high water mark for CLOMR study.
- Amend existing survey provided by City.

Task 6: Bidding Assistance

The Consultant shall provide services as defined in Prime Agreement Exhibit B for added scope items.

Task 7: Construction Phase Services

The Consultant shall provide construction observation services as defined in Prime Agreement Exhibit B for added scope items.

Task 8: Environmental Services

The Consultant's Environmental Scientist shall work with the floodplain engineers and surveyors to identify the ordinary high water mark along Brushy Creek to aid in the CLOMR study.

Task A.1: FEMA Conditional/Letter of Map Revision

The following is Halff Associates, Inc. (Halff) proposed scope and fee to prepare and submit a detailed hydraulic analysis and floodplain and floodway delineation of Brushy Creek in Williamson County. The section of creek being proposed to be improved with trail and park improvements is located approximately 620 feet upstream of Chisholm Trail extending downstream to A. W. Grimes and is approximately 2.4 stream miles in length. The study reach is located on FEMA FIRM Panel 48491C0490E and 48491C0495E.

This proposal is separated into two tasks which will consist of a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR). Halff understands the Heritage Trail project is separated into three phases. Halff is currently preparing construction documents for Phase 1 extending from upstream of Chisholm Trail to Mays Street. Phase 2 extends from Mays Street to Georgetown Street and is being prepared by SRA. Finally, Weltz and Prete is working on Phase 3 extending from Georgetown Street to A. W. Grimes Blvd. Halff understands the City will have design plans completed for Phase 1 and 3 to prepare a C/LOMR submittal this year. A C/LOMR submittal for Phase 2 will be submitted at a later date when construction plans are available.

This proposal assumes that Halff will obtain all required information including 100% signed and sealed construction documents and environmental assessments for the CLOMR submittals and as-built plans for the LOMR submittal. The proposal also assumes an Environmental Assessment has been conducted for all Phases of the Heritage Trail Project and will be provided to Halff as required as part of a FEMA CLOMR submittal. If an Environmental Assessment is needed for Phase 3, Halff will request additional services at that time. Halff also understands that Upper Brushy Creek is currently under FEMA review and preliminary FEMA models will be used as baseline models in the development of the post-project hydraulic models.

Task A1: CLOMR Preparation and Submittal – Phase 1 and 3

The purpose of this task is to prepare supporting documentation in a FEMA compliant format necessary to request a Conditional Letter of Map Revision (CLOMR) for Phase 1 and 3 for a length of approximately 1.8 stream miles of Brushy Creek. This scope of work includes one meeting with Weltz and Prete to discuss the Phase 3 results.

- A. Conduct a site visit to fully understand the project scope of the proposed project, obtain site photos, and to gather hydraulic data parameters such as channel and overbank roughness.
- B. Obtain best available data including preliminary FEMA hydraulic models and associated GIS data, existing survey, LiDAR terrain and contour data, soils data, Environmental Assessment of the project area, final Heritage Trail design plans

signed and sealed by a licensed engineer.

- C. Develop FEMA models including Duplicate Effective, Corrected Effective, Pre-Project, and Post-Project hydraulic models. Development of these models will be based on preliminary FEMA models for the Upper Brushy Creek watershed study recently completed. Preliminary FEMA discharges (10%, 2%, 1%, and 0.2%) annual chance floodplains will be utilized and no hydrologic models will be developed for this submittal.
- D. Prepare a CLOMR submittal to include required items including a narrative of CLOMR request detailing study parameters of the proposed project, an exhibit of the Annotated FIRM showing the proposed floodplain and floodway modifications, FEMA compliant flood profiles showing the 10%, 2%, 1%, and 0.2% annual chance floodplains, Flood Insurance Study (FIS) tables, prepare FEMA MT-2 CLOMR forms, and preparation of written notification of impacted properties if required by FEMA.
- E. Coordination with City Floodplain Administrator for review and city approval. CLOMR submittal to FEMA for review and coordination of administrative review and technical review. The scope assumes one meeting with the City and two comment iterations with FEMA.

* FEMA CLOMR review fee of approximately \$6,500 will be paid for by the client.

Task A2: CLOMR Preparation and Submittal – Phase 2

The purpose of this task is to prepare supporting documentation in a FEMA compliant format necessary to request a Conditional Letter of Map Revision (CLOMR) for Phase 2 for a length of approximately 0.6 stream miles of Brushy Creek. This scope of work includes one meeting with SRA to discuss the Phase 2 results.

- A. Conduct a site visit to fully understand the project scope of the proposed project, obtain site photos, and to gather hydraulic data parameters such as channel and overbank roughness.
- B. Obtain best available data including preliminary FEMA hydraulic models and associated GIS data, existing survey, LiDAR terrain and contour data, soils data, Environmental Assessment of the project area, final Heritage Trail design plans signed and sealed by a licensed engineer.
- C. Develop FEMA models including Duplicate Effective, Corrected Effective, Pre-Project, and Post-Project hydraulic models. Development of these models will be based on preliminary FEMA models for the Upper Brushy Creek watershed study recently completed. Preliminary FEMA discharges (10%, 2%, 1%, and 0.2%) annual chance floodplains will be utilized and no hydrologic models will be developed for this submittal. Halff will ensure proper water surface elevation tie-ins of Phase 2 to Phase 1 upstream and Phase 3 downstream study limits.
- D. Prepare a CLOMR submittal to include required items including a narrative of CLOMR request detailing study parameters of the proposed project, an exhibit of the Annotated FIRM showing the proposed floodplain and floodway modifications, FEMA compliant flood profiles showing the 10%, 2%, 1%, and 0.2% annual chance floodplains, Flood Insurance Study (FIS) tables, prepare FEMA MT-2 CLOMR forms, and preparation of written notification of impacted properties if required by FEMA.
- E. Coordination with City Floodplain Administrator for review and city approval. CLOMR submittal to FEMA for review and coordination of administrative review and technical review. The scope assumes one meeting with the City and two comment iterations with FEMA.

* FEMA CLOMR review fee of approximately \$6,500 will be paid for by the client.

Task A3: LOMR Preparation and Submittal

The purpose of this task is to prepare supporting documentation in a FEMA compliant format necessary to request a Letter of Map Revision (LOMR) for Phase 1, 2, and 3 for approximately 2.4 stream miles of Brushy Creek.

- A. Conduct a site visit to ensure as-builts match the field conditions, obtain site photos, and to gather hydraulic data parameters such as channel and overbank roughness.
- B. Obtain best available data including CLOMR hydraulic models and associated GIS

data submitted for the CLOMR submittal, as-built survey, LiDAR terrain and contour data, soils data, as-built Heritage Trail design plans signed and sealed by a licensed engineer.

- C. Develop and update the CLOMR models submitted to FEMA including Duplicate Effective, Corrected Effective, Pre-Project, and Post-Project hydraulic models. Development of these models will be based on preliminary FEMA for the Upper Brushy Creek watershed study recently completed. Preliminary FEMA discharges (10%, 2%, 1%, and 0.2%) annual chance floodplains will be used and no hydrologic models will be developed for this submittal.
- D. Prepare a LOMR submittal to include required items including a narrative of CLOMR request detailing study parameters of the proposed project, an exhibit of the Annotated FIRM showing the proposed floodplain and floodway modifications, FEMA compliant flood profiles showing the 10%, 2%, 1%, and 0.2% annual chance floodplains, Flood Insurance Study (FIS) tables, prepare FEMA MT-2 LOMR forms, and preparation of written notification of impacted properties if required by FEMA.
- E. Coordination with City Floodplain Administrator for review and city approval. LOMR submittal to FEMA for review and coordination of administrative review and technical review. The scope assumes one meeting with the City and two comment iterations with FEMA.

* FEMA LOMR review fee of approximately \$9,000 will be paid for by the client.

Task A4: Subsurface Utility Investigation

Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

- A. Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- B.
- C. Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- D.
- E. Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.
- F.
- G. Quality Level D: Information derived from existing records or oral recollections.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Locating (Vacuum Excavation) – Level A

Up to one (1) test hole will be performed on the 30" storm sewer at a location specified by the City and/or Halff's Design Engineer. Halff will dig an 8" x 8" test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole.

Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

SUE Deliverables / CADD

A Test Hole Data Form will be completed and submitted to the City for each hole performed indicating depth, size, and material of utility. Electronic files will also be provided in Microstation format along with PDFs.

ADDENDUM TO EXHIBIT C: SCHEDULE

Refer to revised schedule provided on January 20th, 2017

SUPPLEMENTAL EXHIBIT D: COMPENSATION FOR SERVICES

The Consultant's "Scope of Services" and associated Base Fees for providing professional services for this project shall be according to the terms in this Agreement and outlined as follows:

| Basic Services | Initial Agreement | Supplemental Agreement | Total Fee |
|---|-------------------|------------------------|------------------|
| Task 1: Project Management Coordination | \$ 10,550 | 0 | \$ 10,550 |
| Task 2: Design Development | \$ 39,400 | 0 | \$ 39,400 |
| Task 3: Construction Documents | \$ 193,550 | \$ 14,200 | \$ 207,750 |
| Task 4: Project Design Survey | \$ 2,000 | \$ 4,100 | \$ 6,100 |
| Task 5: Regulatory Entitlement Permitting | \$33,350 | 0 | 0 |
| Task 5.1: WPAP (TCEQ) | \$ 1,100 | 0 | \$ 1,100 |
| Task 5.2: TxDot | \$ 5,800 | 0 | \$ 5,800 |
| Task 5.3: TAS (TDLR – Accessibility Compliance) | \$ 5,800 | 0 | \$ 5,800 |
| Task 5.4: Bldg. & Site Permits (DSO Services) | \$ 5,800 | 0 | \$ 5,800 |
| Task 5.5: Union Pacific Railroad | \$ 4,800 | 0 | \$ 4,800 |
| Task 5.6: Texas Historical Commission & RRHPC | \$ 1,800 | 0 | \$ 1,800 |
| Task 6: Bidding Assistance | \$ 20,150 | \$ 500 | \$ 20,650 |
| Task 7: Construction Phase Services | \$ 60,850 | \$ 2,600 | \$ 63,450 |
| Task 8: Environmental Services | \$ 2,650 | \$ 1,100 | \$ 3,750 |
| Task 12: Reimbursable Expenses | \$ 2,500 | 0 | \$ 2,500 |
| Task A.1: CLOMR 1 and 3 Preparation and Submittal | 0 | \$30,900 | \$ 30,900 |
| Task A.2: CLOMR 2 Preparation and Submittal | 0 | \$ 17,100 | \$ 17,100 |
| Task A.3: LOMR Preparation and Submittal | 0 | \$22,800 | \$22,800 |
| Task A.4: Subsurface Utility Evaluation | 0 | \$ 1,500 | \$ 1,500 |
| Total Fee | \$365,000 | \$94,800 | \$459,800 |

Note: If additional services are required beyond the scope enumerated, then additional compensation will be requested. City shall be notified and authorize additional services and compensation beyond the total fee prior to Consultant performing requested services.