

EXHIBIT
"A"

**SUPPLEMENTAL AGREEMENT NO. 4
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES FOR
DESIGN SERVICES
WITH
HALFF ASSOCIATES, INC."**

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

THIS SUPPLEMENTAL AGREEMENT NO. 4 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. 4," 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 parties previously amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$94,800.00 for a new total not-to-exceed amount of \$459,800.00; and

WHEREAS, the parties further amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$40,326.30 for a new total not-to-exceed amount of \$500,126.30; and

WHEREAS, the parties further amended the Scope of Services to add additional services and costs for the Heritage Trail West Project in the amount of \$4,339.00 for a new total not-to-exceed amount of \$504,465.30; and

WHEREAS, in October of 2021, the contractor for the Heritage Trail West Project became insolvent resulting in negotiations with the surety; and

WHEREAS, the City has determined it is in its best interest to re-bid the remaining portion of the Heritage Trails West Project which requires additional services and costs be added to this Agreement; and

WHEREAS, the parties desire to further amend the Scope of Services to add the additional required services and costs in the amount of \$222,030.00 for a new not-to-exceed amount of \$726,495.30;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 4, 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 2019~~ and the Addendum to Exhibit "C," attached hereto and incorporated herein for all purposes.

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," attached hereto and incorporated herein for all purposes.

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 Seven Hundred Twenty-Six Thousand Four Hundred Ninety-Five and 30/100 Dollars (\$726,495.30), in accordance with Exhibit "D" entitled "Fee Schedule," and the Supplemental Exhibit "D," which document is attached hereto and incorporated herein 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.

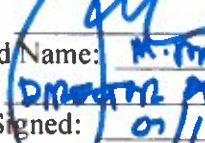
This Supplemental Agreement No. 4 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 4 to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

HALFF ASSOCIATES, INC.

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

By:  _____
Printed Name: M. TIMOSHCHENKO
Title: DIRECTOR OF LANDSCAPE ARCHT.
Date Signed: 01/12/2022

ATTEST:

By: _____
Meagan Spinks, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

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

General Scope

The purpose of the services proposed herein is to provide a updated existing conditions exhibit, alter construction documents, repackage, bid, and provide construction observation for the completion of the Heritage Trail West project.

Basic Services

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

Task 10: Restart Visual Survey

Half (the Consultant) shall conduct one (1) field visit to document which improvements have been completed to-date. The visual survey will consist of notes and photo inventory based on observed improvements to determine the extents of existing improvements. The visual survey will be noted on the previously issued construction plan sheets. The City inspector will assist the design team in this effort by confirming the installation of buried conduit or utilities that were completed in-place during construction. This effort will only involve Landscape Architecture, Civil, MEP, and Structural teams.

The deliverable for this task will include a redline set of plans and photos. The city will confirm the redlines before proceeding to the next task.

Task 11: Restart Plan Revisions

The Consultants shall create a set of updated construction documents utilizing the information from data collection phase which clearly indicate the remaining work to be constructed, work to be repaired and work to be demolished and replaced. Plans and documents shall identify all work which has been accepted by the city, field orders, RFI's, and other changes issued during the previous construction phase.

Specifications Revision

Plans and specifications will be updated to incorporate/clarify items that may have resulted from field orders, RFI's and other changes issued during the previous construction phase. The updated specifications shall also address the protection of work completed.

Storm drain and water utility coordination with City Consultant(s) (Civil only)

The adjacent Chisholm Trail roadway project seeks to improve infrastructure that overlaps with the Heritage Trail project area. At the City's request, the Heritage Trail project will incorporate designs developed by others for inclusion in the re-bid package. These elements include storm drain trunk and waterline improvements along Chisholm Trail. The City consultant will provide timely delivery of signed and sealed construction plans, specifications and estimated quantities and unit costs for incorporation into the re-bid package.

Opinion of Probable Construction Costs (OPCC)

The Consultant shall create an updated OPCC to reflect current costs, updated technical specs and project manual, and bid form accounting for the remaining work.

Scope assumes:

- Amended construction documents will be 100% sign and sealed for bidding. No comment review submittals to the City are included in this scope. Plan review(s) and subsequent comment resolution and plan revisions can be provided via supplemental services agreement.

- One (1) coordination meeting, in person or virtual, with Chisholm Trail project team and/or City staff
- One (1) round of QA/QC

Task 11 deliverables:

- Revised construction plans
- Revise Specifications (as necessary)
- Revised OPCC and Bid Form

Task 12: Restart Bid Phase Services

Half shall assist the City in bidding the remaining scope of the project. This phase shall include assisting the City with preparing bid documents, assisting with and attending one (1) pre-bid meeting, issuing one (1) RFI response/addenda, attending one (1) bid opening meeting, and bid evaluation. It's the Consultants understanding that the City intends to use a competitive sealed proposal process to deliver this project. Posting or hosting the bid advertisement is excluded from this task, it is assumed that the City will host and manage the bid advertisement.

Task 13: Additional Construction Phase Services

Half shall assist the City with construction phase services for the duration of the project. At the time of this proposal, Half and the City anticipate the remaining construction phase to have a duration of 16 months – 6 months of which is remaining on the original contract. Refer to original contract for scope detail on remaining contract. Ten 10 additional months is assumed in this scope. This task includes the following items:

Pre-Construction Meeting

The Consultant shall attend one (1) pre-construction meeting with City staff and contractor.

Construction Phase RFIs

The Consultant shall respond to contractor generated RFI's within five (5) business days and up to one (1) plan set revision related to civil RFI, if necessary.

Material Submittals

The Consultant shall review material and product submittals within ten (10) business days. Material submittals that are not organized appropriately (as judged by the Consultant) will be rejected and will not be reviewed until properly submitted by contractor. Mock-ups shall be prepared for review in coordination with progress meetings. Requested on-call meetings to review mock-ups are not included in this scope.

Construction Progress Meetings

The Consultant shall attend in-person construction progress meetings with City staff, contractor and project team. This proposal assumes progress meetings will be held every two (2) weeks for the duration of construction. Twenty (20) total progress meetings beyond the original contract are accounted for in this scope. This scope accounts for attendance at the progress meetings as follows:

- Landscape Architect – attendance at every progress meeting (20 meetings).
- Civil Engineer - Ten (10) meetings
- Architect – Two (2) meetings
- MEP Engineer – only as appropriate
- Site Structural Engineer – only as appropriate
- Building Structural Engineer – Two (2) meetings

Punch Walk/Substantial Completion

The Consultant will attend a substantial completion punch walk for review of contractor work related to scope items. Upon completion of the walk the Consultant will produce a list of deficient items to be addressed by the contractor for incorporation into the overall project punch list.

Scope assumes:

- One (1) site visit for Punch Walk
- One (1) set of punch list items
- One (1) final walk and issue letter of concurrence letter

Exclusions:

- Additional site visits, submittals and RFIs not explicitly written in the provided scope
- As-built drawings
- As-built survey
- Construction timeframe that extends beyond the timeframe specified within this proposal (due to change orders, unforeseen extensions of time, or any other delays that are not a result of the Consultant)
- Additional Storm drain design, runoff calculations, and floodplain modeling related to Chisholm Trail project.
- Waterline design related to Chisholm Trail Project
- Water quality design
- Additional design related to partial completion of previous construction phase
- Additional permitting support or re-permitting of the project
- Redesign of Chisholm Trail realignment elements
- Warranty phase services
- Detailed cost estimating services or independent cost estimating by a third party.
- Energy/Utility modeling of the building.
- Voice/Data system design and drawings by Technology Consultant.
- Access Control/Security System design and drawings by Technology Consultant.
- LEEDS/Green Building programs is not included in base MEP Fee and will be billed hourly unless another agreement is made.
- Site gas coordinated by Civil Engineer.
- Structural light pole bases by Structural Engineer.
- Engineered Commissioning is not included in base Engineering Fee. May be added by separate agreement. (Commissioning is required by Energy Code on buildings with more than 40tons of Air Conditioning.)
- Energy Re-sale load forms and Energy Rebate forms not included, will be billed hourly.
- Electronic as-builts not included, may be added hourly or by separate agreement.
- Multiple sets of 100% CD's not part of base scope.
- Design of structural details such as fencing, flagpoles, handrails, planters, surfacing features, etc.
- Printing of plans and reports for agency review, bidding, and construction. This printing shall be a reimbursable expense.
- Conformed drawing sets requested by the Owner or Contractor are Additional Services and are excluded from Basic Services.
- Deliveries and over-night mail services.

- Regulatory Agency fees.
- Rebidding
- Permitting services, review, or modifications
- City comment review, comments, or revisions
- Value Engineering
- Construction Staking.
- All services not specifically included.

ADDENDUM TO EXHIBIT C: SCHEDULE

Refer to attached revised schedule. Any delay in project schedule that results in stopping and causing the project to extend past March 2024 may result in renegotiation of contract fees.

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 1	Supplemental Agreement 2	Supplemental Agreement 3	Supplemental Agreement 4	Total Fee
Task 1: Project Management Coordination	\$ 10,550	0	0	0	0	\$ 10,550
Task 2: Design Development	\$ 39,400	0	0	0	0	\$ 39,400
Task 3: Construction Documents	\$ 193,550	\$ 14,200	0	0	0	\$ 207,750
Task 4: Project Design Survey	\$ 2,000	\$ 4,100	0	0	0	\$ 6,100
Task 5: Regulatory Entitlement Permitting	\$33,350	0	0	0	0	0
Task 5.1: WPAP (TCEQ)	\$ 1,100	0	0	0	0	\$ 1,100
Task 5.2: TxDot	\$ 5,800	0	\$ 72.53	0	0	\$ 5,872.53
Task 5.3: TAS (TDLR – Accessibility Compliance)	\$ 5,800	0	\$ 246.40	0	0	\$ 6,046.40
Task 5.4: Bldg. & Site Permits (DSO Services)	\$ 5,800	0	\$ 3,041.83	0	0	\$ 8,841.83
Task 5.5: Union Pacific Railroad	\$ 4,800	0	0	0	0	\$ 4,800
Task 5.6: Texas Historical Commission & RRHPC	\$ 1,800	0	0	0	0	\$ 1,800
Task 6: Bidding Assistance	\$ 20,150	\$ 500	\$ 6,175.31	0	0	\$26,825.31
Task 7: Construction Phase Services	\$ 60,850	\$ 2,600	\$30,790.24	\$4,339.00	0	\$98,579.24
Task 8: Environmental	\$ 2,650	\$ 1,100	0	0	0	\$ 3,750

Services						
Task 9: Reimbursable Expenses	\$ 2,500	0	0	0	\$2,500	\$ 2,500
Task A.1: CLOMR 1 and 3 Preparation and Submittal	0	\$30,900	0	0	0	\$ 30,900
Task A.2: CLOMR 2 Preparation and Submittal	0	\$ 17,100	0	0	0	\$ 17,100
Task A.3: LOMR Preparation and Submittal	0	\$22,800	0	0	0	\$22,800
Task A.4: Subsurface Utility Evaluation	0	\$ 1,500	0	0	0	\$ 1,500
Task 10: Restart Visual Survey	0	0	0	0	\$21,680	\$21,680
Task 11: Restart Plan Revisions	0	0	0	0	\$57,376	\$57,376
Task 12: Restart Bid Phase Services	0	0	0	0	\$33,587	\$33,587
Task 13: Additional Construction Phase Service	0	0	0	0	\$106,887	\$106,887
Total Fee	\$365,000	\$94,800	\$40,326.30	\$4,339.00	\$222,030	\$726,495.30

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.

REVISED TENTATIVE PROJECT SCHEDULE for HERITAGE TRAIL WEST

6/10/22

	2022												2023											
	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.					
Restart Visual Survey (2-weeks from NTP)																								
Restart Plan Revisions (3-weeks)																								
Bidding Phase Services (5-weeks)																								
Construction Phase Services (16 months)																								

Note: This schedule is based upon a construction timeframe provided by City in discussion with bonding company